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April 28, 2008

VIA FACSIMILE (217) 782-3397 (W/O ENCL.) AND U.S. MAIL

Ms. Erin Rednour, Remedial Project Manager Illinois Environmental Protection Agency 1021 North Grand Avenue East, Mailcode 24 P.O. Box 19276 Springfield, Illinois 62794-9276

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IEPA-BOL-FSRS

MetalStamp, Inc. - Response to Information Request Relating to Chemeteo Site

Dear Ms. Rednour:

Please find enclosed MetalStamp, Inc.'s narrative response and supporting documentation responsive to the Illinois EPA's Request for Information, dated February 22, 2008. Please direct future correspondence related to this matter to counsel for MetalStamp, Inc., Seyfarth Shaw LLP, 131 S. Dearborn St., Suite 2400, Chicago, Illinois 60603.

Very truly yours,

SEYFARTH SHAW LLP

Radrew Berellis PERa

Andrew H. Perellis

Ann Anderson, Techlaw (via U.S. Mail w/encl.) cc:

Tom Skibinski

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WASHINGTON, D.C.

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RESPONSE OF METALSTAMP INC. TO INFORMATION REQUEST FROM ILLINOIS ENVIRONMENTAL PROTECTION AGENCY REGARDING THE CHEMETCO SITE HARTFORD/MADISON COUNTY, IL APR 8 0 2008

PRELIMINARY STATEMENT

IEPA-BOL-FSRS

Metalstamp Inc. ("Metalstamp") provides this response to a request for information that the Illinois Environmental Protection Agency ("IEPA") sent to Metalstamp dated February 22, 2008, under purported authority of Section 4(e) of the Illinois Environmental Protection Act, and under Section 104(e) of CERCLA.

Objections

Metalstamp objects to this information request, including the instructions thereto, to the extent that the Request and/or Instructions exceeds IEPA's authority, or is otherwise unreasonable, arbitrary, or excessive, including without limitation, the following:

- a. IEPA does not state that it is acting pursuant to a cooperative agreement under CERCLA Section 104(d)(1), which would provide the State with authority under Section 104(e). Notwithstanding the apparent lack of authority, Metalstamp responds as if such authority did exist.
- b. The Request purports to require a response based on information that Metalstamp neither possesses or controls, including but not limited to information in the possession custody or control of third-parties.
- The Requests are overly broad and unduly burdensome.
- d. Metalstamp objects to the extent any information sought seeks disclosure of information or documents protected by attorney-client or attorney work-product privileges.

Information Request

Without waiving or limiting its objections, Metalstamp responds to IEPA based on information currently available to it. Metalstamp's investigation is ongoing and Metalstamp may supplement this Response if additional relevant information or documents are located.

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Questions

Without waiving or limiting its objections, Metalstamp responds to IEPA based on information currently available to it. Metalstamp's investigation is ongoing and Metalstamp may supplement this Response if additional relevant information or documents are located.

 Identify the person(s) answering this Information Request on behalf of the Respondent.

RESPONSE: Tom Skibinski and Jack Gockman answered this Information Request on behalf of MetalStamp, Inc.

Identify all person(s) consulted in the preparation of the answers to these questions.

RESPONSE: Tom Skibinski, Jack Gockman, and Jim Frieders were consulted in preparing answers to this Information Request.

- Identify the parent corporation and all subsidiaries of the Respondent.
 RESPONSE: Not applicable.
- Identify all documents consulted, examined, or referred to in the preparation of the answers to these questions, and provide copies of all such documents.
 RESPONSE: In preparing answers to this Information Request, MetalStamp, Inc.

consulted material safety data sheets for materials purchased by Chemetco, checks and check stubs reflecting payment for materials by Chemetco, and shipping documents (packing slips and bills of lading) for materials purchased by Chemetco.

5. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any question or who may be able to provide additional responsive documents, identify such persons. Provide the current or most recent known address and telephone number of each individual identified.

RESPONSE: Jack Henry, formerly of Chemetco, would have more detailed information responsive to this Information Request.

 Describe your company's business activities which resulted in sending material to the Chemetco Site.

RESPONSE: MetalStamp, Inc. owns and operates a metal stamping facility at 24219 Northern Illinois Drive in Channahon, Illinois 60410. The facility produces stampings for the automotive industry. MetalStamp sold scrap from its metal stamping processes to Chemetco.

7. Identify all persons having knowledge or information about the generation, transportation to, treatment, disposal, or other handling of hazardous substances (including materials containing lead, cadmium, boron, copper, iron, manganese, mercury, nickel, selenium, sulfate, zinc or other heavy metals), by you, your contractors, subcontractors or by prior owners and/operators which relates or may relate to the Chemetco Site, including but not limited to persons who arranged for disposal of or transported hazardous substances to the Chemetco Site.

RESPONSE: Tom Skibinski and Jack Gockman have such knowledge. See also Responses to Request Nos. 6 and 9.

 Describe your policies and procedures for the handling, treatment, storage and/or disposal of hazardous substances encountered in the course of your activities at the Site. Provide copies of records relating to this policy as well as to its implementation.

RESPONSE: MetalStamp conducted no activities at the Chernetco Site.

Chemetco would purchase and pick up scrap metal directly from MetalStamp's facility.

 Identify all individuals who currently have, or who previously had, responsibility for your company's environmental maters (e.g., responsibility for the disposal, treatment, storage, recycling, or sale of your company's wastes, scrap materials and/or recyclable materials). For each, indicate the dates of the individual's employment and the nature of the individual's duties and responsibilities, and a description of the type of environmental information that the individual would possess.

RESPONSE: Tom Skibinski and Jack Gockman are responsible for MetalStamp's environmental operations. Mr. Skibinski is the Vice President of Operations, and has been employed with MetalStamp since 1996. Mr. Gockman is the facility's Production Manager, and has been employed with MetalStamp since 1985.

 Provide all information in your possession that shows that you were in compliance with applicable federal environmental regulations or standards regarding the recycling of materials, particularly Section 127 of CERCLA, 42 U.S.C. 9627, sent to the Chemetco Site.

RESPONSE: MetalStamp objects to this Request on the grounds that it is vague, overly broad, and calls for legal conclusions. Without waiving these or any objections, see Response to Request No. 28.

- 11. Was any shipment of material sent to the Chemetco Site ever refused and/or returned? If so, describe this event in detail, including its cause and outcome.
 - RESPONSE: Based on present information, no.
- 12. Was any material shipment sent to the Chemetco Site ever subject of a change in payment terms because of increase of handling costs or any problem with the material sent to the Site? If so, describe this event in detail, including its cause and outcome.
 - RESPONSE: Based on present information, no.
- Provide copies of the Material Data Safety Sheets for any materials disposed of or shipped to or stored at the Chemetco Site.
 - RESPONSE: Responsive documents are attached.

14. Have you ever received a formal Information Request [similar to this one] from local, state or federal government concerning the recycling of materials at other scrap yards? Provide a copy of the Request and your response.

RESPONSE: No.

15. Specify whether your company was ever the subject of legal action by any party, including the government, by virtue of your transportation of hazardous substances or other waste materials to the Site. If so, describe in detail and provide any records associated with such legal action.

RESPONSE: MetalStamp, Inc. has not been subject to the described legal activity.

16. Identify all liability insurance policies held by Respondent from the period you transported materials or other waste materials to the Site. In identifying such policies, state the name and address of each insurer and of the insured, the amount of coverage under each policy, the commencement and expiration date for each policy, whether or not the policy contains a "pollution exclusion" clause, and whether the policy covers or excludes sudden, non-sudden, or both types of accidents. Provide complete copies of all relevant insurance policies.

RESPONSE: At all times relevant to this Request, MetalStamp was insured under a comprehensive insurance policy issued by General Casualty Insurance Companies, 1125 Kiwanis Drive, Freeport, Illinois 61032, Policy No. CCI 0135138.

Responsive documents are attached.

 List all USEPA, RCRA and State of Illinois Identification Number(s) of your company.

RESPONSE: ILR000002063 (RCRA); 197020534 (U.S. EPA).

18. Identify all transactions or agreements for disposal in which your company disposed of, arranged for the disposal or treatment of, transported, or arranged for the transportation of any material or item, scrap materials, waste materials to the Site (including but not limited to drosses, slags, sludges, powders, or combustible materials). In addition:

- (a) Identify whether the materials were sent pursuant to a contractual arrangement and, if so, describe the terms of that arrangement.
- (b) Identify whether the materials were delivered directly to the Chemetco site or were trans-shipped there from another intermediate delivery point. If applicable, describe each such delivery point.
- (c) Identify the persons involved in sending such material to the Site.
- (d) State the dates on which each such persons may have transported or delivered for transport such material.
- (e) Describe the source of or the process that produced the materials.
- (f) Describe the materials or items, including type of material, chemical content, physical state, quantity by volume and weight, and other characteristics.
- (g) Describe the nature, including the chemical content, characteristics, physical state (e.g., solid, liquid) and quantity (volume and weight) of all hazardous substances involved in each such arrangement.
- (h) State whether any of the material was ever tested by your company and if so, whether the hazardous substances exhibited any of the characteristics of a hazardous waste identified in 35 Illinois Administrative Code 721, Subpart C or 40 C.F.R. 261, Subpart C.
- (i) Describe what was done to materials once they were brought to the Chemetco Site, including any further processing of the materials.
- (j) Describe as precisely as possible any and all of the locations at which each hazardous material involved in such transactions actually was disposed or treated.
- (k) Describe any measures taken by the Respondent prior to or during each arrangement to determine the compliance history of the Site where the treatment of disposal would actually take place.

RESPONSE:

(a) MetalStamp, Inc. did not have any written contracts with Chemetco for the purchase of scrap metal. The price Chemetco

- paid for MetalStamp's scrap metal was set based on a formula that was tied to the copper trading market ("COMEX").
- (b) MetalStamp does not possess sufficient information to respond to this inquiry.
- (c) Jack Henry, formerly of Chemetco, was the account representative for MetalStamp. Mr. Henry coordinated the transportation of materials from MetalStamp's facility through Great Lakes Transportation, which was Chemetco's carrier of choice.
- (d) Please see attached responsive documents.
- (e) Please see Response to Request No. 6.
- (f) Please see attached responsive documents.
- (g) Please see attached Material Safety Data Sheets. All scrap metal MetalStamp sold to Chemetco was non-hazardous in its solid form.
- (h) MetalStamp did not test any of the materials purchased by Chemetco.
- Please see Response to Request No. 5.
- Please see Response to Request No. 5.
- (k) Please see Response to Request No. 5. Further responding, MetalStamp states that Jack Henry, an agent for Chemetco, represented that Chemetco conducted its operations in compliance with applicable law.
- 19. Describe in general the types of material that your company arranged for the transportation of or transported for recycling at Chemetco. In your response, please provide answers to the following questions:
 - (a) Give the generic name of each type of materials shipped to Chemetco (e.g., scrap metal, batteries, scrap paper, scrap plastic, scrap textile (scrap material), scrap electronic equipment, etc.).
 - (b) Specify the quantity (volume and weight) of materials your company sent to Chemetco for recycling on a year by year basis.

RESPONSE:

- (a) Scrap metal.
- (b) Please see attached responsive documents.
- Provide any additional information and all documents that you believe relate to the type, nature and characteristics of the materials your company sent to the Chemetco Site.

RESPONSE: Please see Response to Request No. 13.

Questions and Requests for Documents Related to Scrap Metal

- 21. For the following questions which relate to transactions involving scrap metals, provide the requested information, and also provide copies of any documents that contain any information that is related to the response:
 - (a) List the years in which your company sent scrap metal to Chemetco and/or broker for recycling. In this list state the type and approximate quantity, volume and weight of scrap metal sent for each year.
 - (b) Did a market exist for the scrap metal listed in your response to 21(a) above? If so, describe the nature of such a market at the time of the transaction (possible uses, possible consumers, etc.) and the source of that commercial specification grade (e.g., Institute of Scrap Recycling Industries, Inc. (ISRI), Department of Defense, or whether your company would find the grade published).
 - (c) What commercial specification grade did the scrap metal listed in your response to question 21(a) meet? Identify/list the commercial specification grades that each scrap metal identified in 21(a) met.
 - (d) At the time of the transaction(s) what was the intended disposition of the scrap metal listed in your response to question 21(a)? Did this include burning as fuel, or for energy recovery, or incineration?
 - (e) After sale, transfer, delivery, or disposal, what portion of the scrap metal listed in your response to question 21(a) was to be made available for use as a feedstock for manufacturing of new saleable products? Explain how the portion identified in this answer was derived or calculated.

- (f) Could the scrap metal listed in your response to question 21(a) have been used as a replacement or substitute for a virgin raw material? If so provide details.
- (g) Could any products made from the scrap metal listed in your response to question 21(a) have been used as a replacement or substitute for a product made, in whole or in part, from a virgin raw material? If so, provide details.
- (h) Did your company melt the scrap metal listed in your response to question 21(a) before it was transported/delivered to the Site? If yes, describe the process used for melting the scrap metal. In addition, explain whether Chemetco ever received for processing "dross" or "skimmings" or "sludges" at the Site.
- (i) Was the transaction between your company and Chemetco: 1) an outright sale; 2) subject to a written verbal "tolling" agreement between the companies; or 3) reflected the "banking" of the transacted material in a metal account at the request of your company for return or other disposition at a later date?
- Describe the source of or the process that produced the materials.

RESPONSE:

- (a) Please see attached responsive documents.
- (b) Yes. Scrap metal is reusable material.
- (c) Specifications for metal alloys are established by the Copper Development Association, or by the materials supplier. The metal alloys that MetalStamp sold to Chemetco met the industry specifications that applied to that particular metal alloy. See attached material safety data sheets.
- (d) It was MetalStamp's understanding that Chemetco intended to refine the scrap metal for reuse. This reuse did not include burning as fuel, for energy recovery, or incineration.
- (e) All of the material MetalStamp sold to Chemetco was available for use as a feedstock for manufacturing new saleable products.

- (f) Yes. The scrap metal MetalStamp sold to Chemetco was commercial grade. The scrap could be melted down without any reformulating or change in chemical composition for use as a raw material.
- (g) Yes. See response to Request No. 21(f).
- (h) No.
- The transactions between MetalStamp and Chemetco were outright sales of scrap metal.
- Please see Response to Request No. 6.
- Did any of the scrap material sent to Chemetco contain other material(s) incident to or adhering to the scrap? If so, describe in detail.

RESPONSE: No.

23. Did any of the material sent to Chemetco contain wire or wiring? If so, was the wire's insulation first stripped before being shipped to or accepted at Chemetco, after being received at the Site, or was the wire not stripped?

RESPONSE: MetalStamp uses small amounts of wire as a consumable in its

Electrical Discharge Machine (EDM). Isolated shipments of scrap sold to Chemetco

may have included an incidental amount of brass wire that resulted from the EDM wire

being changed out. Based on present information, the wire did not contain insulation.

24. Did the material shipped include drums or shipping containers? If so, specify the generators of the drums or shipping containers, the capacity of such drums or containers and whether such containers ever contained liquid of any sort. If so, specify the type of liquid and whether such liquids contained wastes of any kind.

RESPONSE: Chemecto supplied Gaylord cardboard boxes for collecting and transporting scrap metal.

- 25. Describe all efforts (i.e., site visits) taken by your company to determine what would be done with the scrap metal identified in your response to question 21(a).
 RESPONSE: See Response to Request Nos. 18(c) and 18(k).
- 26. What steps (e.g., internal procedures, federal, state, and local compliance inquiries) were taken by your company to ensure that Chemetco was in compliance with applicable Federal, State, or local environmental regulations or standards, and any amendments, with respect to scrap metal?
 RESPONSE: See Response to Request No. 18(k).
- 27. Describe the efforts your company undertook with respect to the management and handling of the scrap metal listed in your response to question 21(a), including the extent to which you complied with customary industry practices current at the time of the transaction designed to minimize contamination of the site and/or releases of hazardous substances at the Site.
- RESPONSE: MetalStamp collected scrap metal in Gaylord cardboard boxes, which were supplied by Chemetco. The boxes were kept indoors, or in covered trucks, at all times during the collection and transporting process.
- 28. Provide all information in your possession that shows that your company was in compliance with applicable Federal, State, and local environmental regulations or standards regarding the storage, transport, management, or other activities associated with the recycling of scrap metal listed in your response to question 21(a).

RESPONSE: MetalStamp objects to this Request on the grounds that it is vague, overly broad and called for legal conclusions. Without waiving these or any objections, MetalStamp states that it has no knowledge or information that it was not in compliance with any applicable Federal, State, and local environmental regulations or standards

regarding the storage, transport, management, or other activities associated with the recycling of scrap metal.

<u>Ouestions and Request For Documents Related to Batteries</u>

- 29. For the following questions which relate to transactions involving batteries (lead-acid batteries, nickel-cadmium batteries, reject batteries, lithium, and other spent batteries), provide the requested information, and also provide copies of any documents that contain any information that is related to the response:
 - (a) Provide an estimate of all shipments of whole batteries sent to the site on an annual basis. In this list, provide an approximation of number of batteries, type of battery (e.g., lead-acid, nickel-cadmium, lithium, reject, or other) and quantity sent.
 - (b) What commercial specification grade did the batteries listed in your response to question 29(a) meet? Identify/list the commercial specification grades that each type of battery identified in question 29(a) met.
 - (c) Did a market exist for the batteries listed in your response to question 29(a)? If so, describe the nature of such market at the time of the transaction (possible uses, possible consumers, etc.) and the source of that commercial specification grade (e.g., Institute of Scrap Recycling Industries, Inc. (ISRI), Department of Defense, or wherever your company would find the grade published).
 - (d) At the time of the transaction, what was the intended disposition of the batteries listed in your response to question 29(a)?
 - (e) What portion of the batteries listed in your response to question 29(a) were to be made available for use as a feedstock for manufacturing new saleable products? Explain how the portion identified in this answer was derived or calculated.
 - (f) Could the batteries listed in your response to question 29(a) have been used as a replacement or substitute for a virgin raw material? If so, provide details.
 - (g) Could any products to be made from the batteries listed in your response to question 29(a) have been used as a replacement or substitute for a product made, in whole or in part, from a virgin raw material? If so, provide details.

- (h) Was the transaction between your company and Chemetco: 1) an outright sale; 2) subject to a written or verbal "tolling" agreement between the companies; or 3) reflected the "banking" of the transacted material in a metal account at the request of your company for return or other disposition at a later date.
- (i) What, if any, components of the whole batteries listed in your response to question 29(a) were removed before transport to the site? Describe what was removed, and where such removal occurred. Include in your description any attempt to remove any hazardous substances (e.g., battery paste/mud, battery acid) from the components.
- (j) Were the components of the whole batteries removed once delivered to the Chemetco Site? Describe the method used to recover the components. Include in your description any attempt to remove any hazardous substances (e.g., battery paste/mud, battery acid) from the components.
- (k) Describe the source of or the process that produced the materials.

RESPONSE:

- (a) Not applicable.
- (b) Not applicable.
- (c) Not applicable.
- (d) Not applicable.
- (e) Not applicable.
- (f) Not applicable.
- (g) Not applicable.
- (h) Not applicable.
- (i) Not applicable.
- (j) Not applicable.
- (k) Not applicable.

- Describe all efforts (i.e., site visits) taken by your company to determine what would be done with the batteries identified in your response to question 29(a).
 - RESPONSE: Not applicable.
- 31. What steps (e.g., internal procedures, federal, state, and local compliance inquiries) were taken by your company to ensure that Chemetco was in compliance with applicable Federal, State, or Local environmental regulations or standards, and any amendments with respect to batteries?
 - RESPONSE: Not applicable.
- 32. Describe the efforts your company undertook with respect to the management and handling of the batteries listed in your response to question 29(a), including the extent to which you complied with customary industry practices current at the time of the transaction, designed to minimize contamination of the site and/or releases of hazardous substances at the Chemetco site.
 - RESPONSE: Not applicable.
- 33. Provide all information in your possession that shows that you were in compliance with applicable Federal environmental regulations or standards regarding the storage, transport, management, or other activities associated with the recycling of batteries listed in your response to question 29(a).
 - RESPONSE: Not applicable.
- 34. For the following questions which relate to transactions involving scrap paper, plastic, glass, textiles or rubber (scrap material), provide requested information, and also provide copies of any documents that contain any information that is related to the response:
 - (a) Provide an estimate of all shipments of scrap paper, plastic, glass, textile or rubber in your company sent to Chemetco on an annual basis. In this list, include the type and an estimate of the quantity, volume and weight of scrap material sent to the Site each year.
 - (b) What commercial specification grade did the scrap material listed in your response to question 36(a) meet? List/identify the commercial specification grades that each scrap material identified in 36(a) met.

- (c) Did a market exist for the scrap materials listed in your response to question 34(a) above? If so, describe the nature of such market at the time of the transaction (possible uses, possible consumers, etc.) and the source of that commercial specification grade (e.g., Institute of Scrap Recycling Industries, Inc. (ISRI), Department of Defense, or wherever your company would find the grade published).
- (d) At the time of the transaction(s), what was the intended disposition of the scrap material listed in your response to question 34(a)? Did the intended disposition include burning as a fuel, or for energy recovery or incineration?
- (e) After sale, transfer, delivery, or disposal, what portion of the scrap material listed in your response to question 36(a) was to be made available for use as a feedstock for manufacturing of new saleable products? Explain how the portion identified in this answer was derived or calculated.
- (f) Could the scrap material listed in your response to question 34(a) have been used as a replacement or substitute for a virgin raw material? If so, provide details.
- (g) Could any products to be made from the scrap material listed in your response to question 34(a) have been used as a replacement or substitute for a product made, in whole or in part, from a virgin raw material? If so, provide details.
- (h) Describe the source of or the process that produced the materials.

RESPONSE:

- (a) Not applicable.
- (b) Not applicable.
- (c) Not applicable.
- (d) Not applicable.
- (e) Not applicable.
- (f) Not applicable.
- (g) Not applicable.

- (h) Not applicable.
- 35. Describe all efforts (i.e., site visits) taken by your company to determine what would be done with the scrap material identified in your response to question 34(a).

RESPONSE: Not applicable.

36. What steps (e.g., internal procedures, federal, state, and local compliance inquiries) were taken by your company to ensure that Chemetco was in compliance with applicable Federal, State, or Local environmental regulations or standards, and any amendments with respect to scrap material?

RESPONSE: Not applicable.

37. Describe the efforts of your company undertook with respect to the management and handling of the scrap material listed in your response to question 34(a), including the extent to which you complied with customary industry practices current at the time of the transaction designed to minimize contamination of the Site and/or releases of hazardous substances at the Site.

RESPONSE: Not applicable.

38. Provide all information in your possession that shows that you were in compliance with applicable Federal environmental regulations or standards regarding the storage, transport, management, or other activities associated with the recycling of scrap material listed in your response to question 34(a).

RESPONSE: Not applicable.

Questions and Request for Documents Related to Electrical and Electronic Equipment

- 39. For the following questions which relate to transactions involving electrical and electronic equipment (e.g., transformers, capacitors, white goods, computers or other electrical equipment), provide the requested information, and also provide copies of any documents that contain any information that is related to the response:
 - (a) List an estimated number of shipments of electrical and electronic equipment your company sent to Chemetco on an annual basis. In this list, include the following:

- i. the type and quantity, volume and weight of electrical and electronic equipment sent;
- ii. the amount paid or collected in connection with the transaction for each category of electrical and electronic equipment and the method of payment.
- (b) At the time of the transaction(s), what was the intended deposition of the electrical and electronic equipment listed in your response to question 39(a)? Did the intended disposition include burning as fuel or for energy recovery or incineration?
- (c) Describe the source of or the process the produced the materials.

RESPONSE:

- (a) Not applicable.
 - Not applicable.
 - ii. Not applicable.
- (b) Not applicable.
- (c) Not applicable.
- 40. Describe all efforts (i.e., site visits) taken by your company to determine what would be done with the electrical and electronic equipment identified in your response to question 39(a).

RESPONSE: Not applicable.

41. What steps (e.g., internal procedures, federal, state, and local compliance inquiries) were taken by your company to ensure that Chemetco was in compliance with applicable Federal, State, or Local environmental regulations or standards, and any amendments with respect to electrical and electronic equipment?

RESPONSE: Not applicable.

42. Describe the efforts your company undertook with respect to the management and handling of the electrical and electronic equipment listed in your response to question 39(a), including the extent to which your company complied with

. .

customary industry practices current at the time of the transaction designed to minimize contamination of the Site and/or releases of hazardous substances at the Site.

RESPONSE: Not applicable.

43. Provide all information in your possession that shows that you were in compliance with applicable Federal environmental regulations or standards regarding the storage, transport, management, or other activities associated with the recycling of the electrical and electronic equipment listed in your response to question 39(a).

RESPONSE: Not applicable.

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CERTIFICATION OF METALSTAMP INC.

I hereby affirm and certify that the following facts are true to the best of my knowledge and belief:

1.4

- I have personally examined and am familiar with the information (A) provided herein.
- **(B)** All the above answers contained herein are true, complete, and accurate to the best of my information and belief.
- (C) All documents contained herein are complete and authentic, unless otherwise indicated.

Signature:

Date:

3-12-08

Address

24219 NORTHORN ILLINOIS DR

CHANNAHON IL 60410

Telephone:

815 467-7800

2001



COMPREHENSIVE INSURANCE POLICY

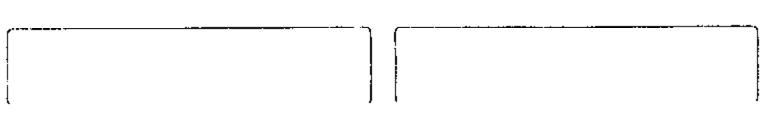
GENERAL CASUALTY INSURANCE COMPANIES

GENERAL CASUALTY COMPANY OF WISCONSIN A STOCK COMPANY ONE GENERAL DRIVE SUN PRAIRIE, WISCONSIN 53596

GENERAL CASUALTY COMPANY OF ILLINOIS
A STOCK COMPANY
1125 S. KIWANIS DRIVE
FREEPORT, ILLINOIS 61032

REGENT INSURANCE COMPANY A STOCK COMPANY ONE GENERAL DRIVE SUN PRAIRIE, WISCONSIN 53596 IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

POLICY PERIOD - 12:01 AM STANDARD TIME AT THE NAMED INSURED'S MAILING ADDRESS SHOWN IN THE DECLARATIONS.



COMPREHENSIVE INSURANCE POLICY QUICK REFERENCE

This Comprehensive Insurance Policy consists of one or more Coverage Part(s). Each Coverage Part consists of several items as described below:

- 1. DECLARATION PAGES: They list the Named Insured, Policy Period, and the Coverage Form(s) included in the policy. They also show the limits of insurance and endorsements that apply to each Coverage Form.
- COVERAGE FORMS: Each Coverage Form describes what is and is not covered and the circumstances under which coverage is provided or excluded. They also include any conditions that apply specifically to that Coverage Form.
- 3. ADDITIONAL PROVISIONS OR EXCLUSIONS: Some or all of the Coverage Forms may be modified by additional provisions or exclusions. When this happens, the forms which contain those provisions or exclusions will be found after the Coverage Forms they modify. The form numbers will also appear on the Declaration Pages of the Coverage Form(s) to which they apply.
- 4. COMMON POLICY CONDITIONS AND CONDITIONS SPECIFIC TO INDIVIDUAL COVERAGE PARTS: This policy contains a Common Policy Conditions Form which lists those conditions which apply to all Coverage Parts written in the policy. Each individual Coverage Part contains a form which lists those conditions which apply only to that Coverage Part.

THIS QUICK REFERENCE IS NOT PART OF THE COMPREHENSIVE INSURANCE POLICY AND DOES NOT PROVIDE COVERAGE. PLEASE READ THE COMPREHENSIVE INSURANCE POLICY ITSELF FOR ACTUAL CONTRACTUAL PROVISIONS.

IN WITNESS WHEREOF, the Company designated on the Declaration page has caused this policy to be signed by its president and secretary, but this policy shall not be valid unless completed by the attachment hereto of a Declaration page and countersigned on the aforesaid Declaration page by a duly authorized agent of the company.

anne Browvers Smith

JOHN B. Gollock President CCI 0135138 PAGE 1 OF 10 AGENCY BILL

ORIGINAL COPY COMPREHENSIVE INSURANCE POLICY



RENEWAL DECLARATION

RENEWAL OF: CCI 0135138

| CCI 0135138 01/06/2001 0 | 1/05/2002 | GENERAL | ROYCED(M)) | CO OF IL | . 4 | 9401 0101076 | 0 1 |
|---|-------------|---|------------|----------|---------------|-----------------|----------------|
| METALSTAMP, INC. & K.G. LEASING, INC. 24218 NORTHERN ILLINOIS DRI CHANNAHON, IL 60410 | 227 P0 B | US & KLAF N Hammes Ox 2167 et il | AVE | 97 | 6043 |)5 | |
| FORM OF BUSINESS: CORPORA BUSINESS DESCRIPTION: MET. | , | ABRICATING | 3 | | an va un wede | anataka necessi | AND THE COLUMN |

| FORM OF BUSINESS: CORPORATION |
|--|
| BUSINESS DESCRIPTION: METAL PARTS FABRICATING |
| THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS INDICATED BY AN (X). |
| COVERAGE PARTS |
| (X) COMMERCIAL PROPERTY COVERAGE PART |
| (X) COMMERCIAL INLAND MARINE COVERAGE PART |
| (X) COMMERCIAL GENERAL LIABILITY COVERAGE PART |
| () COMMERCIAL CRIME COVERAGE PART |
| () BOILER AND MACHINERY COVERAGE PART |
| () COMMERCIAL AUTO COVERAGE PART |
| () COMMERCIAL UMBRELLA COVERAGE PART |
| () MIS 000003 |
| () |
| MINIMUM PREMIUM \$ 100 TOTAL PREMIUM FOR ALL COVERAGE PART(S) \$ 76,174. |
| THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENTS DEPENDING ON THE TERMS AND CONDITIONS OF THE INDIVIDUAL COVERAGE PART(S). |
| AUDIT PERIOD: (X) ANNUAL () SEMI-ANNUAL () QUARTERLY () MONTHLY |
| |
| PPLICABLE FORMS-CG 0001 01/96 CG 0054 03/97 CG 0055 03/97 CG 0200 04/87 |
| CG 2028 11/85 CG 2147 10/93 CG 2162 09/98 CG 7920 03/98 CG 7950 03/98 CG 9901 11/85 CI 7900 04/00 CM 0001 06/95 CM 0204 09/00 CM 7150 05/00 |
| 390 07/86 CM 8003 07/86 CP 0010 06/95 CP 0020 06/95 CP 0090 07/88 CP 1030 06/95 CP 1218 06/95 CP 7950 10/95 IL 0017 11/98 IL 0021 04/98 |
| IL 0118 03/99 IL 0284 05/90 IL 0935 08/98 02/01/2001 |
| ANTHORIZED SIGNATURE DATE |

AUTHORIZED SIGNATURE DATE CCI 0135138 PAGE 2 OF 10 AGENCY BILL

ORIGINAL COPY COMPREHENSIVE INSURANCE POLICY



RENEWAL DECLARATION

RENEWAL OF: CCI 0135138

| GUEVALBOERI ERINA DE PONTA (GENODIA BRACA | II COVERAGE | (SAPERAIDED IN TH | Englande (Indi | AGHACLE |
|--|---------------|--|----------------|------------|
| CCI 0135135 01/06/2001 01/ | 06/2002 GENER | AL CASUALTY | CO OF IL | 0101075 01 |
| METALSTAMP, INC. & K.G. LEASING, INC. 24218 NORTHERN ILLINDIS DRIVE CHANNAHON, IL 60410 | 2 P J | PEGEUS & KLAF 127 N HAMMES 10 BOX 2157 10 LIET IL | AVE 197 | 60435 |

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS DESCRIPTION OF PREMISES LOCATION, CONSTRUCTION AND OCCUPANCY PREM. BLDG. 24219 NORTHERN ILLINOIS DRIVE - NON-COMBUSTIBLE - METAL PARTS 001 001 FABRICATOR CHANNAHON, WILL CO., ILLINOIS COVERAGES PROVIDED: COV. APPLIES ONLY WHERE A LIMIT OF INS. IS SHOWN BELOW. LIMIT OF INS. COVERED CAUSES OF LOSS COINS. COV. (+) BLDG. PREM. 90 % \$ 1,250,000 SPECIAL 001 Α 001 90 % SPECIAL \$ 5,000,000 В THE DEDUCTIBLE APPLIES ON A PER OCCURRENCE BASIS. DEDUCTIBLE: 500. APPLICABLE ONLY BY AN ENTRY IN THE SCHEDULE BELOW. OPTIONAL COVERAGES: REPLACEMENT INFLATION AGREED VALUE GUARD % CDV.(+) EXPIRATION DATE **AMOUNT** COST (X) PREM. BLDG. X) 001 001 Δ (X) В N/A VALUABLE PAPERS AND RECORDS - COST OF RESEARCH INCREASED LIMIT IF INDICATED BY AN (X) REPLACEMENT COST APPLIES TO "STOCK": (+) A- BUILDING B- BUSINESS PERSONAL PROPERTY C- PERSONAL PROPERTY OF OTHERS COVERAGE APPLIES ONLY WHEN A LIMIT OF INSURANCE IS SHOWN BELOW. CGV. CAUSES MAXIMUM PERIOD MONTHLY LIMIT EXT. PERIOD BUSINESS INCOME: OF LOSS OF INDEMNITY OF INDEMNITY OF INDEMNITY CDV.(*) EXPIRATION DATE AGREED VALUE - AMOUNT COINS. LIMIT OF INS. LIMITS ON LOSS PAYMENTS LIMIT OF INS. CDV. CAUSES OF LOSS EXTRA EXPENSE: I - INCLUDING RENTAL VALUE II - OTHER THAN RENTAL VALUE (*) BUSINESS INCOME: III - RENTAL VALUE TOTAL PROPERTY PREMIUM: 17.323

CCI 0135138 PAGE 3 OF 10 AGENCY BILL

ORIGINAL COPY COMPREHENSIVE INSURANCE POLICY



RENEWAL DECLARATION

RENEWAL OF: CCI 0135138

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| | 01/06/2001 | | GENERAL C | ASUALTY | CO OF IL | 0101075 01 |
| AMEC INSPRED AND ADM | 0.00.00.00.00.00.00.00.00.00.00.00.00.0 | 1/23/24 (117) | AL AGENT | | | |
| METALSTAMP, INC K.G. Leasing, I 24218 Northern | INC. Illindis de | RIVE | 227 N PO 80 | S & KLAF Hammes X 2157 | | |
| CHANNAHON, IL | 60410 | | ADLIE | T IL | 197 | 50435 |
| The state of the s | | Western Commence of the Commen | | ###################################### | CONTRACTOR | 0.00.000000000000000000000000000000000 |

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS (CONTINUED) SUPPLEMENTAL SCHEDULE DESCRIPTION OF PREMISES PREM. LOCATION, CONSTRUCTION AND OCCUPANCY BLDG. 001 002 24219 NORTHERN ILLINOIS DRIVE - NON-COMBUSTIBLE - TO BE CHANNAHON, WILL CO., IL OCCUPIED AS METAL PARTS FABRICATOR COVERAGES PROVIDED: COV. APPLIES ONLY WHERE A LIMIT OF INS. IS SHOWN BELOW. COV. (+) PREM. BLDG. LIMIT OF INS. COVERED CAUSES OF LOSS COINS. 001 002 350,000 SPECIAL 90 % 8 C 500. DUCTIBLE: \$ THE DEDUCTIBLE APPLIES ON A PER OCCURRENCE BASIS. OPTIONAL COVERAGES: APPLICABLE ONLY BY AN ENTRY IN THE SCHEDULE BELOW. AGREED VALUE REPLACEMENT INFLATION COV.(+) PREM. BLOG. **EXPIRATION DATE** TAUCOMA COST (X) GUARD % % % R N/A IF INDICATED BY AN (X), REPLACEMENT COST APPLIES TO "STOCK": ((+) A- BUILDING B- BUSINESS PERSONAL PROPERTY C- PERSONAL PROPERTY OF OTHERS COVERAGE APPLIES ONLY WHEN A LIMIT OF INSURANCE IS SHOWN BELOW. CDV. CAUSES MAXIMUM PERIOD BUSINESS INCOME: MONTHLY LIMIT COV. (*) OF LOSS OF INDEMNITY OF INDEMNITY OF INDEMNITY LIMIT OF INS. CDINS. AGREED VALUE - AMOUNT EXPIRATION DATE LIMIT OF INS. CDV. CAUSES OF LOSS LIMITS ON LOSS PAYMENTS EXTRA EXPENSE:

(*) BUSINESS INCOME: I - INCLUDING RENTAL VALUE II - OTHER THAN RENTAL VALUE

III - RENTAL VALUE

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CCI 0135138 PAGE 4 OF 10 AGENCY BILL

ORIGINAL COPY COMPREHENSIVE INSURANCE POLICY



RENEWAL DECLARATION

RENEWAL OF: CCI 0135138

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|---|--------------------|---|--|--------------------------------|---|
| CCI 0135138 | | | GENERAL CASUALTY CO | OF IL | 0101076 01 |
| METALSTAMP, INC K.G. LEASING, 24210 NORTHERN CHANNAHON, IL | C. A | | DEGEUS & KLAFTER 227 N HAMMES AVE PO BOX 2157 JOLIET IL | 197 | 60435 |
| | | (************************************** | | - нуударды ажылын тоосын төөсө | water appropriate commence to the contract of |

COMMERCIAL INLAND MARINE COVERAGE PART DECLARATIONS

THIS COVERAGE PART CONSISTS OF THE FOLLOWING COVERAGE FORMS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COVERAGE FORM TITLE

CONTRACTORS EQUIPMENT - SPECIAL

MINICOMPUTER

S 613.

\$ 305.

TOTAL PREMIUM FOR ALL COMMERCIAL INLAND MARINE COVERAGE FORM(S) \$ 918.

CCI 0135138 PAGE 5 OF 10 AGENCY BILL

ORIGINAL COPY COMPREHENSIVE INSURANCE POLICY



RENEWAL DECLARATION

RENEWAL OF: CCI 0135138

| cracs, hawker at the structure semberal firm and a co | (EBACH SEGERGEEN BENEFY) | /GEVL) |
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| CCI 0135138 01/06/2001 01/06/2002 0 | GENERAL CASUALTY CO D | F IL 0101076 0 |
| AMED SINSCRED AMESCODIESS | | |
| METALSTAMP, INC. & K.G. LEASING, INC. 24218 NORTHERN ILLINDIS DRIVE CHANNAHON, IL 60410 | DEGEUS & KLAFTER 227 N HAMMES AVE PO BOX 2157 JOLIET IL | 197 60435 |
| CONTRACTORS EQUIPME | NT DECLARATIONS | 200 Kara 1 |
| TOTAL CONTRACTORS EQUIPMENT LIMIT OF INSU (SEE SCHEDULE FOR INDIVIDUAL LISTING OF E | RANCE \$ QUIPMENT) | 24,500 |
| THE FOLLOWING DEDUCTIBLES APPLY ONLY WHEN DEDUCTIBLES: () PERCENTAGE DEDUCTIBLE: MINIMUM DEDUCTIBLE MAXIMUM DEDUCTIBLE PERCENTAGE DEDUCTIBLE () SCHEDULED EQUIPMENT DEDUCTIBLE () UNSCHEDULED EQUIPMENT DEDUCTIBLE | \$ \$ \$ \$ | % 250 |
| THE FOLLOWING INCREASED LIMITS APPLY ONLY COVERAGES () DEBRIS REMOVAL () EMPLOYEES TOOLS () OFFICE TRAILERS AND CONTENTS () EQUIPMENT BORROWED FROM OTHERS () EQUIPMENT LEASED OR RENTED FROM OTHERS | \$ \$ \$. \$ | (X) |
| THE FOLLOWING INCREASED PERCENTAGE APPLIES COVERAGE () NEWLY ACQUIRED PROPERTY | S ONLY WHEN INDICATED | 8Y AN (X) |
| THE FOLLOWING OPTIONAL COVERAGES APPLY DNI () RENTAL REIMBURSEMENT PER DAY PER ITEM AGGREGATE PER POLICY YEAR () REPLACEMENT COST COVERAGE | LY WHEN INDICATED BY A LIMIT \$ \$ | AN (X) TS OF INSURANCE |
| TOTAL ANNUAL PREMIUM THIS POLICY | \$ | 613 |

CCI 0135138 PAGE 6 OF 10 AGENCY BILL

ORIGINAL COPY COMPREHENSIVE INSURANCE POLICY



RENEWAL DECLARATION

RENEWAL OF: CCI 0135138

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| CC1 | 0135136 | 01/06/2001 | 01/06/2002 | GENERAL CASUALTY CO | OF 1L | 0101075 01 |
| MET | ALSTAMP, IN | . B | | DEGEUS A KLAFTER 227 N HAMMES AVE | | |
| K.G 242 CHA | . LEASING, 19 NORTHERN NNAHON, IL | ILLINGIS DI 60410 | RIVE | PO BOX 2157 JOLIET IL | 197 | 60435 |
| T. 1000 (1000 Ga.) | nanananan merebaan sekataban s | | (c), <u>1888</u> | A CONTROL OF THE CONT | wax commonwealth | neverensessessesses |

SCHEDULE OF EQUIPMENT ACTUAL CASH VALUE VALUATION DECLARATIONS

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| ITEM NO. | MOC YEA | EL R | (TYP | | | PTION | | | | IDEN OR S | ₹TI SER | FIC/ | TION NO. | YR G PURC | F (N, H U | <u> </u> | LIMIT: INSUR | |
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CCI 0135138 PAGE 7 OF 10 AGENCY BILL

ORIGINAL COPY COMPREHENSIVE INSURANCE POLICY



RENEWAL DECLARATION

RENEWAL OF: CCI 0135138

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| | 35138 | 01/05/2001 GES\$ 11 11 14 | 01/06/2 | 002 GEN | RAL CASU | ALTY CO OF | IL | 0101076 '01 |
| METALS K.G. L 24218 | TAMP. IN | C. B INC. ILLINOIS D | | AG | DEGEUS A 227 N HAI PO BOX 2 JOLIET II | MMES AVE 157 | 197 | 50438 |
| EQUI | PMENT SC | HEDULE | MINICOMP | UTER DECL | ARATIONS | | | |
| LOC. Num. | | | ADDRE | SS OF LOC | ATION | | | MIT OF JRANCE |
| 1. 2. 3. | 24219 N | IORTHERN ILL | INCIS DR | IVE, CHAN | NAHON, ILI | LINOIS | \$ 11 \$ \$ | 15,000 |
| G 'ALUA | TION FOR | THE PURPOS CTUAL CASH | ES OF TH VALUE | IS COVERA | GE FORM IS | S DETERMINE ENT COST | D BY AN | (x) |
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| LOC. NUM. | BASIC | DATA AND INCRE | MEDIA ASE | TOTAL | BASIC | EXTRA EXP INCREA | | TOTAL |
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TOTAL PREMIUM THIS COVERAGE FORM \$

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CCI 0135138 PAGE 8 OF 10 AGENCY BILL

ORIGINAL COPY COMPREHENSIVE INSURANCE POLICY



RENEWAL DECLARATION

RENEWAL OF: CCI 0135138

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|--|---|------|--|---|---|--|
| CCI 0135138 | 01/05/2001 | | | | OF IL | 0101075 01 |
| (AMERICANISTING AND READOR | | | | 72. 2 | eli suppli La al | t timin organization discordi |
| METALSTAMP, IN K.G. LEASING, 24218 NORTHERN CHANNAHON, IL | INC. | RIVE | 227 N | S & KLAFTE Hammes av (2167 Il | 197 | 6043B |
| 7-15-13 0X00LA 000 12 - 10 1 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1 | gereggegene med av vivili i i i i i i i i i i i i i i i i | | graph and the state of the same of the state | | 300 x 200 x 200 300 x 300 X 100 X | <u> 1922 - Grand Arthur Marconn</u> Sandaland (1880) |

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

LIMIT OF INSURANCE

| GENERAL AGGREGATE LIMIT\$ 1,000,000 | | | | | | |
|--|--|--|--|--|--|--|
| (OTHER THAN PRODUCTS-COMPLETED OPERATIONS) PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT\$ 1,000,000 PERSONAL & ADVERTISING INJURY LIMIT\$ 1,000,000 EACH OCCURENCE LIMIT\$ 1,000,000 FIRE DAMAGE LIMIT (ANY ONE FIRE)\$ 50,000 MEDICAL EXPENSE LIMIT (ANY ONE PERSON)\$ 5,000 | | | | | | |
| RETROACTIVE DATE (CG 00 02 DNLY) | | | | | | |
| COVERAGE A OF THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY" OR "PROPERTY DAMAGE" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW. | | | | | | |
| RETROACTIVE DATE: (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES.) | | | | | | |
| PREMIUM | | | | | | |
| TOTAL ADVANCE PREMIUM FOR THIS COVERAGE PART \$ 57,933. | | | | | | |
| ======================================= | | | | | | |

CCI 0135138 PAGE 9 OF 10 AGENCY BILL

ORIGINAL COPY COMPREHENSIVE INSURANCE POLICY



RENEWAL DECLARATION

RENEWAL OF: CCI 0135138

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|---|--|--|--|--|----------------------|---|--|------|
| CCI 0135138 | 01/08/2001 688 | | GENERAL | CASUALTY | CO DF | _IL | 010107 | 6 01 |
| METALSTAMP, INC K.G. LEASING, I 24218 NORTHERN CHANNAHON, IL | INC | RIVE | DEG! 227 PO ! | US & KLA N HAMMES OX 2157 ET IL | FTER | 197 | GQ | 435 |
| est occur and appropriate and appropriate and | na an a | 2 katri bir A ^T ir maa waxaa waxaa ha re | <u>.</u> - <u>11.17.000000000000000000000000000000000</u> | <u> 1800-1800 - Annoque de la composition della co</u> | XXCiiiiiooogyggag | 0900000000000 0588822 220 | onersa esta esta esta esta esta esta esta es | |

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS (CONTINUED) SCHEDULE

| CLASSIFICATION DESCRIPTION | CODE NO. | EXPO- SURE | RA' PREM. OPS. | TES ALL OTHER | ADVANCE PREMISES OPERATIONS | PREMIUM All Other |
|---|-------------|----------------|----------------------|---------------------|--|-------------------------|
| METAL GOODS MFG - STAMPING - NOT SIGNS | 56912 | 16,785, 000 | INCL. | INCL. | INCLUDED | INCLUDED |
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CCI 0135138 PAGE 10 OF 10 AGENCY BILL

DALLAS, TX

ORIGINAL COPY COMPREHENSIVE INSURANCE POLICY



RENEWAL DECLARATION

RENEWAL OF: CCI 0135138

| ZOLOVINJAMOST INIJAMOST POLICY PERIOD COMPANY | 4 1 (1) | WERAGE, IS: PROVIDED IN THE | i. 1 | AŒNCY → i → |
|---|----------------|---|------|----------------|
| CCI 0135138 01/05/2001 01/06/3 | | GENERAL CASUALTY CO OF | IL | 0101076 01 |
| METALSTAMP, INC. & K.G. LEASING, INC. 24219 NORTHERN ILLINOIS DRIVE CHANNAHON, IL 60410 | | DEGEUS & KLAFTER 227 N HAMMES AVE PO BOX 2157 JOLIET IL | 197 | 60 43 6 |
| MORTGAGEE(S) UNIT 001 ILLINOIS SMALL BUSINESS GROWTH CORP & US SMALL BUSINESS ADMIN 2921 GREENBRIAR DR, SUITE C SPRINGFIELD, IL | 62704 | UNIT DO FIRST AMERICAN BANK P.O. BOX 307 HAMPSHIRE, IL | 01 | 60410 |
| LOSS-PAYEE(S) UNIT 001 A T & A CREDIT CORP C/O LEASE INSURANCE AGENCY SERVICES PO BOX 96064 BELLEVUE, WA | 98009 | FIRST AMERICAN BANK P.O. BOX 307 HAMPSHIRE, IL | 01 | 60410 |
| UNIT 001 ILLINDIS SMALL BUSINESS GROWTH COPR. & US SMALL BUSINESS ADMI 2921 GREENBRIAR DR, SUITE C SPRINGFIELD, IL | 62704 | UNIT OF CITICORP DEALER FINANCE (NISSAN FORKLIFT) 450 MANARONECK AVE HARRISON, NY | | 10528 |
| UNIT 001 GENERAL LEASING CO. INSURANCE SERVICE CENTER PO BOX 814383 | 75221 | | | |

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CCI 0135138 PAGE 1 OF 1 AGENCY BILL

ORIGINAL COPY COMPREHENSIVE INSURANCE POLICY



RENEWAL DECLARATION

RENEWAL DF: CCI 0135138

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| METALSTAMP, INC. & K.G. LEASING, INC. 24218 NORTHERN ILLINDIS DRIVE CHANNAHON, IL 60410 | DEGEUS & KLAFTER 227 N HAMMES AVE PO BOX 2157 JOLIET IL | 197 | 60435 |

--- TATEMENT OF ACCOUNT--- CCI0135138 1111 AGENCY BILL METALSTAMP, INC. &

EPOSIT PREMIUM \$76,174.00 BALANCE DUE 02/2001 \$25391.36 SUBJECT TO AUDIT. 03/2001 \$6347.83 04/2001 \$6347.83 05/2001 \$6347.83 06/2001 \$6347.83 \$6347.83 \$6347.83 07/2001 08/2001 09/2001 \$6347.83 10/2001 \$6347.83

YOUR INDEPENDENT AGENT IS WORKING FOR YOU ISSUE DATE - 02/01/2001

PREMIUMS ARE PAYABLE TO

DEGEUS & KLAFTER 227 N HAMMES AVE PO BOX 2157 JOLIET IL

60435

The appearance of some of the images

following this page is due to

Poor Quality Original Documents

and not the scanning or filming processes.

Com Microfilm Company (217) 525-5860

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negation 4

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

discharge that east is edulation release or escape to pollulation

Various provisions in this policy resider coverage. Read the entire policy carefully to delemine rights, dulles and what is and is not covered.

Throughout this policynthe words your and your refer to the Named Insured shown in the Declarations, and any other person of organization qualifying as a Named Insured under this policy. The words we us and our relegible the company providing this insurance in the manifest to

The word insured means any person or organization quality no se such linder WHO IS AN INSURED (SECTION II) to be seen up to be seen as the based

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SECTION & CONERAGES mon to (A (b)

GOVERAGE AN BODILLY INJURY AND PROPERTY DAMAGE LIABILITY OF AND STORE OF

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against any "suit" seeking those damages.
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settlements under Coverages A or B or
medical expenses under Coverage C.

* Yinchother obligation or tiability to pay sums or ; its perform acts on services is covered unless ** explicitly by provided afor sunder (SUPPLEMEN-** TARY PAYMENTS: COVERAGES A AND B.

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wo unless not apply to liability for damages;

(1) That the insured wouldn't age in the absence of the confractor agreement; or

(2) Assumed in a contract or agreement that is an inspired contract of agreement that is an inspired contract of agreement that is an inspired contract of property damage occupiate to the purposes of liability essentences after an insured contract, responsible attentions and necessary litigation expenses incurred by an inferior and agreement of the purpose of the

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(b) Such attorney lees and litigation expenses are for defense of that party magainst accivit or attendance disputed resolution proceeding in which damages to which this insurance applies

பாள முன்ற **இடுவிறை≓தி**விரம். கார்க்கவை வரிட் க **c. Elquor LiabHify** ykis "கதவரைக் vitagova,"

 จะคำเรืองสีผู้อยู่ใก้เก็บ อาการ์อกอยู่ใช้สนุ้า dairilage lor อะได้ white สารุศกรณ์รอดี สารุศกรณ์อยู่ใช้อยู่ใช้สารุศกรณ์อย่าง bรถกำอักจะคำ ปากระจากว่า อะไกการออกอะได้

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Abelt (2) "The formishing of alcoholic beverages to a representationary the riegal-drinking age or and the about deathe influence of alcoholicies."

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This exclusion applies only if you are in the business of manufacturing, distributing, self-self applies of manufacturing, distributing, self-self applies are real techniques of process o

අතු ද දිසිට දෑ bolisalido ව සඳහන ය. එ සොම ැ.**ම**ැ.**මැ.ලි.කුල්ලෙන්න සිටිමෝජා** දිස ගෙනුදෙ දුළු ද ගහන**්දු පරිද**ිද හැ. න දුළු මැන්නේ මැන්න දුළු

(1) An employee of the insured arising out

(a) Employment by the insured; or it in the last to the control of the insured; or the control of the insured; or the control of the insured; or the insured;

in (2) do any obligation to the damages with the long of tapay someone, else who must pay the reading of the lighty.

5 30 This-exclusion does not apply to liability assumed by the insured sunders an "insured contract".

1. Pollution

(1) -Bodily injury for epoperty demage arisinformation the actual alleged of threatened discharge, dispersal, seepage, migration, release or escape of pollulants:

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(d) At or from add phenises, slide of low rights of cation of which, any singuing the same contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations.

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operating fluids estable from a vehicle pair designed to floid, store or receive them. This exception does not apply if the lusis flubricants on other operating fluids are intentionally discharged, disjudicants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part

tractor.

of the operations being performed by such insured, contractor or subcon-

Subparagraphs (*) ARM (dNi) do not apply to flodily injury, or property damage arising out of heat, smoke or jurges from the same A narwo means one which becomes uncontrollable to be.

182 2015 1838 Out from where it was intended.

(2) Any loss, cost or expense arising out of any:

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(2) A watercraft you to he with that is:

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18. 10 (a) Yessahah 20 feet water water (b) Jobs berngused to reasons or

18. 10 (a) Jobs berngused to reason water water

a "Personal injury" or "Indventition countries", it among or the oral or written power their or methods is done by as in the most or or the matter or their relative. (4) Liability assumed under any insured configuration the ownership maintenance or use of aircraft of Watercraft of

(5) "Bodily Injury" or "property demage" arising bour of the operation of any of the equipment listed it paragraph (2) or (.(3) of the definition of "mobile equipment".

h. Mobile Equipment from Froduct is a second of the many of second vision of the many of t

(1) The transportation of mobile equipment ហេ អន់នេះចម្រាំងកាមនេះប្រើ សមាននេះមាំងក្នុងការស្វែ by or ad រប់ ទាន់ដាន់ដែលបាននាំងសមាន់នេះប្រកាសបានជាប់

(2) The use of mobile equipment in, or while hep harder practice like of mobile equipment in, or while hep harder practice like of while being sprepared of in the practice like in the practice like in the practice of the like of the practice of the like of

i. War

With Virginia to whether of brokenty of supernor due to

Bodily injury for processly damage, due to

war, whether or not declared, of any act or

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being at instruction received britevolution. This

exclusion applies only to liability ressumed

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(6) That particular (6)

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Paragraphs (3). (4): (5) and (6) of this exclusion side hack agreement.

Paradianh (6) of this exclusion does not apply to to property damage included in the products completed operations hazard.

k. Damage to Your Product "Property damage" to "your product, arising

To mage to Your Work

To higher widows to work work varising out ofoliboruany partiof it and included in the "products-completed operations hazard". man, work or the sweets out of which the damage arises was performed on your behalf by a

subcontractor.

Recoperty damage to Rimpaired property or lo auth represents that has not been physically injured. ந்து மு**ஆந்து ஒழுந்தி**ரு அமை இருந்த அண்டும்

> (1) A defect! deficiency, inadequacy or dangerous condition, in a vyour appoduct, or your work"; or payment theger

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(2) A delay or failure by you or anyone acting on your behalf to perform a contract or .e-4.es de agresment in accordance with its terms. v. This exclusion does not apply to the loss of use of other property arising but of sudden and accidentalcphysical (djurytto∵ÿoú£)prod-ு அஸ். ஷ். அர்குயாஸ்ஷ் K-after it has been put to its intended use. Despisor adt er forbære

no ny. Recall of Broducts, Work of Impaired Broperty ഘടനളപ്പെട്ടത്ത് ഉള്ളില് medvfor Yanya loss? vecst on ex-... "Hiperise incurred by you brothers for the loss escul replacement, adjustments removal or dis-ጉና ካ ይህ የነት በማለፈው posal of:

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. if sugh uproducts work tog property is withdrawnigsweeatled from the market or from Inse på suål berådt⊩ot oldsvissjide pecanse of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions & throught it. of hot apply to damage porarily occupied by you with permission of the owner. A separate limit of insurance applies to enthis/coveragetes/described in UMITS≥GF INSUR-FigNCBr(Sectionalitype: double explaneous

COVERAGE B. PERSONAL AND ADVERTISING IN-JURY LIABILITY

1. Insuring Agreement no later wait to the S)

a. We will pay those sums that the insured beincomes is any distribution have as damages
because of personal injury of advertising
if the because of personal injury of advertising
if the because the injury and distribution the Ininjury of against any suit seeking those dam-ும் 'agesis/id-loweverydus/will thave ho) duty to gnikaas "tiushynartenlegalbarüsnkerlübnalabs "> principalities for "personalitalury/box "advertising questriousy" to which this insurance does not ap-环 நூர்கு: Wer may gratical rull scretion, investigate A Paranys Toccurrence from offense and settle any claim or "sutts/that may result. But:

ine (1) Theramount we wilk pay for damages is gerpulswijimited asidescribed Inst.IMITS OF INSURso sto. ANCE (SECTIONALL); and(FY lessons

າໃຊ້) ບໍ່ນຳ ກ່ຽກເ ຂີກເຮັບເມື່ອ ເວັດຂໍໃຈກໍດີ ພິກິດກ we
ກາງ ກ່ວນ ພິສຸຂໍດີ ປັກ ກິດ ຂອງກ່ອງ ໄດ້ ເຄື່ອນ ເຄື່ອງ ເຄື່ອນ settlementshundel/ Coverages: Anor & or an esta emedical expenses under Coverage C.

. A No other obligation or liability to pay sums or nine parformisaciss on services ish covered runless lica mexplicitly-provided Marworder StaRPLEMEN-AND B.

- b. This insurance applies to set our work.
- (1) "Personal" in Dry " Caused by "an "offense engentergentaing: with of dyour ausiness, reacheding advertising, publishing reroadcasting or THE ENGINE HONOR PROPERTY (2)

(2) "Advertising injury raused by an offense committed in the course of advertising committed in the course of advertising are an arrival and the offense was committed in the coverage territory doring the policy period. 名。馬克**リックリネ**nes no ed toetwo เดย & "บายต"

This insurance does not apply to: Acr of

- a. "Personal injury" or "advertising injury":
 - (1) Arising out of oral or written publication of malerial, if done by or at the direction of the insured with knowledge of its falsity;

- Arising out of oral, of written enalication of the policy of the policy
 - (3) Arising out of the willful violationnol a penal statute or ordinagge committed by or with the consent of the insured;
- (4) For which the insured has assumed flabil-"" " Diletty in a contract of agreement The exclu-"sion a does and a apply and hability for er damages that the insured would drave in eq in gailthe absence of the contract or agreement;
- (5) Arising out of the actual alleged or growth realeness discharge, dispensal seapage, bimigration against or ascapa of pollutants
- at Cooperate with its ... in respect to crosmaling and materials and a state of the state of the
- (2) The failure of goods; products or services to conform with advertised quality or performance by the source of the services.
- The wrong description of the orice of the original original orice of the orice of t
- in (2) Claim or suit by or on behalf of a governous! vice mental authority for Hamages because of some violesting vom monitoring cleaning, upone moving. Containing, treating, detoxifying or neutralizing, or in any way responding enter it is for a seessing the effects of politicants. In support of the effects of politicants. Politicants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, sobti unites, acids, alteris, chemicats and events. What includes a light acids, and except of reconditioned or rectained.

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - On premises you own or rent;

- 49 : 000 Mays Textiment (All Mey Meys 19 Meys
- 。 (3) _aBecause of your operations: _{マル | ituw にん w ・previded thatage that' one or affect of the}
 - (1) The accident takes place in the "cove?age" terrilory" and during the policy periods. .t
- betropen first between efficiency editions: aris editional editional edition of editional editions of editional edi
- tion, at ötil expense, by physicians of our stockers we reasonably requires in the Williamske these payments for additional series of the seri
- 4. All reasonable a gol seaneque elibrosesses end no "la "first elibrosesses en elibrosesses en elibrosesses en elibroses e
- (2) Necessary madical, surgical, אָנְקָאָץ and dental services, including prosthetic de-الله عند علام الله عند الله عن
- All interes, on the full probatuant yespoT₁ as a list of decarring the following the full or court the part or the full or court t
- c. To a person injured entitles, part of premises you own or rent that the person normally oc-
- d. To a person, whether or not an employee.

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- antibus in the indemnitive of the light of the light of the light of the light of the indemnitive in a contract of the light of the indemnitive in a contract of the light of
- erations hazard".

 or resurance mapping of such fasting account of the country account of the country.

 g. Excluded under Coverage Apparent of the country accountry.
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d. The disglatons in the suit's iddited aborders.
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SUPPLEMENTARY PAYMENTS - COVERAGES A

1. Alkexpenses weilnourned the way 1992

2: Houto \$250 for, cost olabail bonds refluited berelauseral accidents or traffic law violations arising out of the use of anymehicles to which the Bodily Injury Liability Coverage applies, We do not have to huntan these bonds in nort

3: The costsobonde to release attachments, but only for bond amounts within the applicable finite applicable finite applicable finite applicable finite applicable finite polygeness. We do not have locations bonds away a research of an adequate

4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings up to \$250 a day because of time and property of the claim of the claim

5. All costs taxed against the insured in the "suit".

- e. Prejudgment interest awarded against the insured of that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment microest pased on that period of time after the offer.
- 7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid offered to pay, of neeposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insur-

ance.

If we he had an insured against a suit and an indemnifee of the insured against a suit and an indemnifee of the insured against a said against a said against as a party to the suit we will defend that indemnites it all of the following conditions are matterness; as we

a...The "suit" against the indemplee seeks damages for which the insured has assumed the liability of the indemnites in a contract or "agreement that is an insured contract."

b. This insurance applies to such hability assumed by the insured, "Bullevo" to one behalow? ...

- d: "The duligation to determ," or "the cost of the de-"The duligation to deficite mais also been as-"Surfed by the historied in the same" insured contract."
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The inderthiles and the institled ask us to conduct and control the detense of that indemnitee against such suit and agree that we can assign the same coursel to defend the institled and the indemnitee; and we have guesty (6)

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" (s) Cooperate with us, in the Investigation.
" (s) Cooperate with us, in the Investigation.
" (in Settlement of response of the Sault")

্ ১ (চ) নাmmediatery send us! copies of any de-লেক পুন্ধবাৰ্থ্য notices is lummonate কণ legal papers received in connection with the

ு ஆகுர்த்பித்திக்க கள் கட்ட நக்கம் (பி ாழக்கு**ு Notify Gifly other/Institier/Aditiose coverage** சர்க சின்ச் available to the indemnitee/and

(d) Cooperate with us with respect to coordinating other applicable mathematical avail-

(a) Obtain records and other information re-

(b) Conduct and control the delense of the indemnitee in such 'suit hamilion

So long as the above conditions are met, attorneys tees incurred by us in the detense of that indemniteer necessary hitgation expenses likeurred by distantineousses witigation expenses incurred by the indemniteer as four request will be paid as Supplementary Rayments. Notwithstanding the provisions of paragraph 2.b.(2) of COVERAGE A SOOICY INSURY AND PROPERTY DAMAGE LIABILITY (Section 1 Coverages), such payments will not be defined to be damages for bodily injury and property damages and will not reduce the limits of insurance.

Olir böttgajfoh ib defend an litsufed's indemnitee and ib pay for attorneys lees and ifferessary litigation expenses as supplementary Payments ends and in postary postary property property and property was some

when a greement described in paragraph Labove, are no longer met. The second content of the paragraph of the

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SEGTION III - WHO IS AN INSURED . A PROPERTY OF

- 1. If you are designated in the Declarations as:

 a. And individual, you and your shouse are insureds, but only with respect to the conduct
 of a business of which you are the sole
 owner.
- their spouses are also insured by dispersion of their spouses are also insured by only with respect to the conduct of your partners.

 A limited liability company, you are all in-
- Tespect to the conduct of your business.

 A limited liability company, you are an inthe lived four members are also insured but
 only with respect to the tohout of your business.

 The services for their outless as your managers.

 With respect to their outless as your managers.
- d. Any organization, other than, a partnership, in joint year up to him led that the company, you are an insused. Your secutive officers are directors are insureds, but only with respect to their duties, as your officers, or directors. Your stockholders are also first peds, but only with respect to their hability as stockholders.
- 2. Each of the following is also an insured:

 a. Your employees other than either your executive officers if you are an organization other than a partnership, joint venture or the iteratury company) on your maniagers (if you are a limited liability company), but sonyone, acts within the scope of their employment by you for white performing duties related, to the conduct of their entrelated, to the conduct of the employment in the scope of their entrelated, to the conduct of the con
 - າ ກິເພດ ຂອງ ການ ການ ການ ການ ທີ່ໄດ້ (1) (Yeyini kangasaga ngayanini viniung) (1)
- (a) (b) (Routhe lispouses child, parent brother has inversely sister foundation employee" as a significant parent of a parent of (1) (1) above:
 - above:

 (c) Fos which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

- (a) Rented to, in the care, custody or conirol custoff over-which physical control
 to preficing exercised to any purpose by
 you, any of your employees any partner
 or member (if you are a partnership or
 an fomby antition or any member (if you are'
 uncontainmed liability campany), where the
 button and principal trainments and your enter
 the any person to be than your employees for
 any organization while acting as your real
 estate manager 280 3C 271MI). It NOTED.
- ានDARIy Pjerson ចេញ ចែកជ្រឹងការដែលបែក having prober នៅ មេខភាពបានស្រែបនៅលើរួមនៅទទួលទៅក្នុងក្នុងក្រុម ប្រសិទ្ធិ but only: នៃ ទៅការការប្រជាជានៃនេះទៅបានប្រា
 - (1) With respect to liability arising 600 of the maintenance or use of that property and
 - ்(2), Unjil your Jegal செருந்தீகர்க்கு நக்க ந்திக appointed. அம்ச நக்கும் ந
- ். d. Youghegal ceptersentative if you die but only with respect to duties as such நிருவு ரஹா-sentative will have all your rights and duties under this Coverage Part.
- 1. With respect to mobile equipment registered in your hame under any motor verticle registration law, any derson is an insured while griving such equipment along a public highway with your permission. Any other operation of highway with your permission. Any other operation of highway with your permission. Any other operation of such person is also an insured by operation of the equipment, and only of the operation of the equipment, and only of the person or organization is liability. However, no person or organization is shift to that person or organization is manifely a which respect to avoor 2 of the person who have a few to be person or organization is a solution. The person of the person or organization is a solution. The person of the person of the person of the employer of any person who is an increase of the employer of any person who is an increase of the employer of any person who is an increase of the person or organization is an increase of the employer of any person who is an increase of the person or organization is an increase of the person or organization in the person of the person or organization is an increase of the person or organization in the person or organization in the person of the person or organization is a person or organization in the person of the person or organization is a person or organization in the person or organization in the person or organization is a person or organization in the person of the person or organization in the person of the person or organization in the person or organization in the person of the person or organization in the person of the person or organization in the person of the person or organization in the person or
- 4. Any organization wou, newly, acquire, on form, other than a partnership, joint venture or limited liability company, and over which you maintain y ownership or majority interestimilationality, as a Named Insured if there is no other similar insurance available to that organization. However,
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

- Coverage A does not apply to toodily injury" or "property gamage" that eccurred before you acquired or formed the organization; and
- ...c., Coverage B does not apply to personal in-_____ijயூல்'' or "gdyectising injury" arising out of an offense committed before you acquired or formed the organization
- No person or organization is an insured with respect to the conduct of any current or past partnership. joint venture or limited liability company that is not shown as a Named insured in the Declarations.
- SECTION III LIMITS OF INSURANCE PARTY
- 1_இத்து புருந்த of Insurance shown Jn- the Declarations and the rules below by the regative will pay regardless of the number of:
 - magacy districts _{..} குடித்தாழ்த்திருந்த anta est
 - ካեչ Claims made & "stills" brought or
 - · >e≓ Pērsons verrorganizations making claims or \$1.00 bringing "suits".
- 2" The General Adoregate Limits the most we will pay for the sum of which in bridge it. a a. Medical expenses under Coverage C
- b. Damages under Coverage A. except dam-ages because of bodily injury of property damage, included in the products-completed operations hazard; and
- v. cs-Damages; under Goverage B. a. no e. no .
- 3. The Products-Completed Operations Aggregate climit is the most we will pay differ Coverage A for damages because of Bodily injury and property camage included in the groducts-completed operations hazard's in the groducts-
- 4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Cov-lerage B for the sum of all dantages because of all "personal injuly" "and all "advertising injury" gustained by any one person or organization.
- 5. 'Subject to 2!'or 3! above, whichever epplies, the "Each Occurrence Liffil is The whost we will pay for the sum of: 100'8 7000 214' 1930... 351 5
- because :ofrwalls "bodilystinjury" and tiproperty idamagefilarising out of any one foccurrence? solvening the exploration of the solution of the
- palacia in concerna care instituti (1967年) 1975年 - 1985年 a 5 5 5 Copyright and deposits of the

- Subject to 5. above, the Fire Darlinge Limit is the most we will pay under Coverage A for damages: because of property damage to premises, while renied to you or temporarily occupied by you with permission of the owner, grising out of any one fire.
- 7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of bodily injury sustained by any one person.
- The Limits of Insurance of this Coverage Part apply seperately to each consecutive annual period and to any remaining period of less than 12 months, starting with the period of line policy period shown in the Declarations, bhiese the policy period is extended after issuance for an additional period ofiless than 12 months. In that case) the additional period will be deemed part of the last dreceding destond for purposes of determining the Limits of In-SUFBACE, AND VINCE OF Exertainty of a 20 than to
- SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS
- 1. Bankruptcy Bankruptcy or insolvency of the insured or of the insured a estate will not religive us of our obligations under this coverage Part.
- 2. Dutles in The Event Of Occurrence Offense, ւր**Claim,Or Suit** հայաստա
- a, You must see to it that we are notified as -'' 'soon as practicable of an 'occurrence' or an offense which may result in a claim. To the * extent possible hotice should include:
 - (1) How, when and where the focturrence of the first took place; and the first first took place;
- ਕ ਖਾਮ (2) The hames and addresses of any injured persons and witnesses; bind'
- [3] The nature and location of any injury or damage arising out of the occurrence" or Offense
- ¿ b. «Kiasclaim»is made or fisuit" is brought against saganwinsured: you must: 😁 🕾 ugar
- with (ii) immediately record, the especifies of the .. 🚜 ... daim:or "suit" and the date received; and
- (2) Willit us as soon as pretticable.

You must see to it that we receive written Though of the claim or "suit" as soom as prac-

man in the 73 F 1 1 1 44

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- c. You and any other involved insured on set on the control of set of the control of the control
- (2) Authorize us to obtain records and other said of Motomation to locky fresh as a source. If
 - (3) Cooperate with us in the investigation or settlement of the claim pridelense against the "suit" and
- the "suit" and

 1 "Advertung mury means in it was a property of the suit" and company and the suit of the suit of
- F. M. No instred ហុព្រៈ exidebt altitlet insufed s bwn cost, Volvita illy littlet altitlet insufes sense អ.ក. sany colligation; on Incuriany) expense; other than for first aid, without our consent.
- 3. Legal:Action Against Used to make make it.
- u Noi person aborganizationshas an eight under this u Coverage Particular and pergraph which the configurations as a second and a seco

A person or organization may slib us to recover the insured and the claimant or the claimant of the insured by us.

A person or organization may slib us to recover the payable under the large of this Coverage Part or that are not but we will not be liable for damages that are not but we will not be liable for damages that are not or, that are in excess of the applicable limit of the insured and the claimant or the claimant's tegal representative bloom all ic stage it.

- 4. Other little and see your edit (*)
- ປັບປາຊັກ ຈະໄປ ເຂົ້າ ເຂ
 - a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below

Excess Insurance

க் சிரையா கங்க

- This կցչպորքը is excess pyer, any of the other insurance այրերին primary, excess, contingest or on any other basis:
- (1). That is fire Extended Coverage Builder's the marking installation Bisk of similar poverage the ew 1984 South Brisk of South Builder's the second south
- > him (2) sith at its the insultantee for premittee rented on the pictory of the matter of the insultantee of the pictory of the mission of the roll of the mission of the pictory of the manager of the
- 961 Yell is a simulation of the particular of the lightenance of the lightenance of the lightenance of the lightenance of the extent hot subject to Exclusion g. of Coverage A (Section 1)
- When this instraine is excess, we will have the duty under Coverages A or B to getend the instred against any suff. If any other instred against that suff. If no other instred against that undertake to do so, but we will be entitled to the instred's rights against all those other than the instred's rights against all those other than the instred is a long or any many than the instred is a long or any many than the instred is a long or any many than the long other than the long of the lon
- When this insurance is excess over other in"907am28," was Will pay only our shafe of the
 amount of the loss," Pahy, that exceeds the

 over a management of the color of the species of the color of th
 - (1) The total amodiff that said such other insurance would payrior the loss i in the ab-

We will share the remaining loss, if any, with any other insurance: that in included the series insurance provision tenders and bought specifically to apply in excess of the Limits of Insurance shown in the Declarations

Limits of Insurance showing the Declarations of this Coverage Part.

are the Coverage Part.

are the Coverage Part.

by Coverage Part.

c. Method of Sharing

paid the loss temains whichever comes her annually interest of the loss temains whichever comes her annually interest of the contract of the loss temains whichever comes her annually interest of the loss temains whichever comes her annually interest of the loss temains whichever comes her annually interest of the loss temains whichever comes her annually interest of the loss temains whichever comes her annually interest of the loss temains which it is the loss temains which is the loss temains which it is the loss temains which is the loss temains which is the loss temains which it is the loss temains which it is the loss temains which is the loss

If any of the other insurence does not petmit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THE REST OF THE 9. When we do not renewable .

વા We decide not to reliew this Coverage Part, we "Will Mail of deliver to the first Named Insured ' shown in the Declarations written notice of the nonrenewal not less than 30 days before the exormination dates or the broad of the attendance (\$1)

if notice is mailed, proof of mailfind will be suffi-(i) Conpercie were essention lengeraphren ...

SECTION VEIDEFINITIONS IT IS THE TESTING

1. "Advertising injury" means injury arising out of conditions of the following offenses: [4] conditions with all the following offenses: [4] conditions of the following offenses: [4] conditions of

.....b..a Brat or weither briblication of waterial that vicost, chartes a person suggit of privacy: leco raile: Misappropriation of advertising lideas or style of doing business flow this tent and next

- d.Infringement of copyrights till the of religions 🚈 🕏
- 2: "Autof: means a landimiotogivehicles trailer or semitrailer designed for travelnon publicatoads, including any attached machinery or equipment. But , aylo, doss not include, mobile equipment.
- "Bodily injury" means bodily injury, sickness or disease systemed by a beleau including death
- ANGERY STREET PROPERTY AND AND AND ADDRESS OF THE PROPERTY OF in auglibe (UniteduStates) of Alberica (including its h ... literritonies/and/possessions), PuertocRico and for enCanadagpoist of shoot of ion the evitor b. Anternational waters of an agazer provided the combined property of the combined of the com
- (1) The injury or damage arises out of his $A_{\rm PSM} = \{a\}_{\rm o}$ წვებვა გეგიდისაქვეთვის, ბუგინის by when the your in the territory, described by a. -rk ing fig(****)の(**)(**)** a th in 日 x A Septitovoし exchess, boxes our southers.
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entre est des est est e 5. Premium Audit

ንም ሕ ማቅና እነም Compute "all premitims for this Cover-^{™™}age Part in accordance With our Yules and refers affecting the endian

2 TabluPremilion shown in this Coverage Part as ad-່າບາສາຈັສກວັສໃຫ້ຕັ້ນຄົກໃນກຳໃຊ້ ເຂົ້າໃຫ້ຄົວວໍຊີໃດໃຊ້ເກີຍກົນແກ່ only. At the close of each abdit bende we will : _ingregraphtedhetearned, premiam for that speriod. iliw ii. Augitigremiums, are due, and gayable on notice to the figst Named Insuged a little sum of eaner point period is greater than the same pro-of that have been been a supplied by the first to a Named Insured colonial A speed of

The first Named Insured must keep records and briefly the processing we need for premium one of the process of such and the process of such and taking before may request at violations. 63. Representations source, serio and the "hard i Bytacsepting this percy you sofee when and sport he unitage single more world with a The statements in the Declarations are accu-

rate and complete: au Teany ship uses to asset and to ton me

c. We have issued this policy in reliance upon in the intaination of the interest of the inte To Separation (Oh Insureds, the ov. equality)

Except with respect to the Limits of Insurance. in bengiszervileszüssege ekittés köretigis vétélbnevin this aCoverage (Partitle the first : Named Insured, THE THE PROPERTY OF THE PROPER in landAse if, eachs Named sinsured swere the only tran ela **Naima de lo suce do a no**lection el responsibilidad. " Settarately "id teach" insuled "agains)" whom

are the Claim is that e of suith is brought turn.
The Grand of Recovery Against Others
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"" I'll he firstifed has nights to lecover all or part of "" any pay ment we have made under this coverage "" any pay ment we have made under this coverage "" and thought are transferred to the "he in"" at the "Pentiest the This see will bring" suit or "Pentiest thought and their is enough."

"" At the "Pentiest the This see will bring" suit or "Penties" thousand their is enough.

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The activities of a person whose home s in the territory described in a above. particular. but is away for a short time on your pusiness; and was a dew bow

... (3) The insured's responsibility 19 pay dam: merits, in the territory described in a above or in a settlement we agree to set in a set ployee does not include a temporary worker.

 Executive officer means a person tolding any of the officer positions created by your charter, constitution, by-laws or any other similar govc The wrongful evittor (ranemusobrgalase. y

79 Impaired property means stangible Stoperty, other than two property in a stangible Stoperty, other than two properties as it incorporates your product or your work that is known of thought to be detective, definitions as the properties of thought to the detective, definitions as the properties of the stangible of the stangib

b. You have tailed to fulfill the terms of a con-

tract or agreement which is the rest of the most rest of the re-if such property, carries restored to use by:

 The repair replacement adjustment on removal of your product or your work; or moval of your product or your work; or the expension of the expension own we got each drawing the presence of the

8. "Insured contract" mégas: * ***** ****** ***

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which Anylegsement or liggress appearant, except wow in connection with construction or demolition ment operations on or within 50 leet of a railroad;

d. An obligation, as required by terdinance, to - ը յովթումների այդ որարկանի թվեր ութագորել in connotine nection with work for a municipality:

"Die: JAN Bievator maintenance afgreeinent; other than senting contractor or or serv PALE OF OR BURNOUS OF PRINCIP

ひとも サラン たい せいのうりゃくいけんけんかん and the series of the series o AND STORY of the committee a working a contra-Softer a thing in the telephone an it. That part of any other contract or agreement pertaining to your business, (including an indemnification of a municipality in con-rection with work performed for a munici-pality brider which you assume the tort liability of another party to pay to bodily in-ាង ក្រៀបស្រី designapperty: damaga ិងសម្ពេចដែនថា person ைகள்ளது and setioen if out that the internal lability k that would be imposed by fave nithesabsence drany contract en agréement et le befort

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(1) That indemnitial នៅក្នុងស្រែង ស្រែងស្រីវ៉ាប៉ី in-மும் சரிப்**நாடு" அரசிந்**றைசாது முகாந்கு சூர்கிற்ற out of within 50 feet of any rail/oad/pribberty and tracks, paddeds, fundly lindergass or

crossing:
2080) 19 We to no love: Jeff sellinev .2
(2) That indemnifies an architect, engineer or solveyor of finity of damage arsing out caintained primarily to provide agabit. to

(a) Preparing approving or failing to preopinions, reports, surveys, field orders, -വ പര പ്രദ്യാ**രിപ്രമുദ്ദേശന്ദ്രോഗന്ദ്രയിനുടെടിന്**ട് spec-stict is midipations; or no as itsue them.

(b). (Civings) diceptions) op, instructions, or ere and to flatting to give aftern. Authorylsothe pri-1 1 100 2 mannicause/lof-thegintury.com/damage: permanently allached equipment in the sch-

(3) Under which the insured of an architect. Promise or engineers on surveyor, assumes liability for ped .nd anjinduny or gamage, ariging leart of the innabnen ottestulisi, georgyjaabristyskanust, hebting professionabe genvices: linciuding those spection architectural or endingering activities.

s in the second of the second kir Egaseuworker-valesinformente watemporary lowing types of permanently attacking their 10. Loading of unloading means the handing of

a. After it is moved from the place where it is accepted for moveriteitf and of office an air-

പറാ craft, watercraft ഉള്ളൂർള്; pacia ദ്രം ការក្នុងសេវិសន៍ថា សេវីសវិទ្ធិសាទ

ුවාගනුවක් ජනගුව (ල)

a certain son sanitat ace. a (2) Charry raceated for automobile of buck courses Lan 2100000 sewed to 1931

ு ந:ுWhite iff is if is off is after the fil Watercraft or or englight one surrent novot being use The state of the s but, "loading or unloading" does, not include the ar movement of property by means of agreechanical - device rather than achanditrucklish at is the at-

1/h: Mobile equipments means lady thirthe following types of land vehiclesminolyding tanyli attached ... machineon or eastinger bitter obnit todii (t)

tached to the:aircraft; gvatertraft or: "auto":

் க. Bulldoz ஊதங்கள் machineng fonklifts and directher vehicles designed for use principally off apublic/roads(r) you kniest tid with w

"B: Vehicles maintained for Use solely on or next

c. Vehicles that travel on crawler treads:

r. read(pp) (1) eliation are estimation and (2)

d. Vehicles maybether unsethered and read (2)

maintained or read to read the read (2) maintained primarily to provide mobility to

permanently mounted: profession provided: processing (c) profession provided: processing (c) profession provided: processing (c) comons reports, 39:3/110/1916 order

160 (2) a Roadiness distruction for ogssuffecting equipment such as graders; edrapers or rollers;

e. Véhicles::not: described: iranéu/fb./dc. or d. above that are inotiget propelled and are ... i maintained primarily to provide mobility to permanently attached equipment of the fol-

ing Under what the new 经99岁 即以外 setu in F(1): Airecompressors/pumps/and/generators. or seed to this bud hight september to workling to building estars: Colearning, geophysical exploration, lighting asc: grandiwell servicing equipment/for

(3) Charly pickers and similar devices used

f. Vehicles not described in a. b. c. or d. nov of share maintained primarily for purposes of the first posses of the first po ... However is all propelled webjees with the following types of permanently attached/aguipment are not "mobile equipment" but will be considered autos (min 2) in philoso (considered autos)

yhacon a. After 1 is moved them me make wiski

- (b) Road infanterance, but not construction or resurfacing; or
- (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

់ក្រៅព្រះស្រា សម្រាប់ទី៤៩១ថា ប្រហែល ទីស្លា generators, សមាន នៅសារីលើកិច្ច និងក្រុងប៉ុក្សែ Welding, building ដោយ ្រ ដាមិនក្រីថ្ងៃ geophysical exploration, lighting and well servicifig equipment.

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c. The wrongful eviction from it wrongful (lentry tent pancy play room, dwelling of premises that a person occupies by a con begal of its owner, landord or lessor.

d. Oral of to the proof sor assert that that of control that slanders or libels a person or organization or disparages a person's or organization's agods, products or services of an arministration.

e. Oral or written publication of material that vi-diates a person single of privacy of the control of the con

14."Products cumple ted operations hazard" [] "

a. Includes all bodily injury and property

be daniage occurring away from premises you own or rent and arising out of "your product" or "your work" exceptable turnloop to went. .8

- - (f) Products of hat pare still line your physical to a sel gossession of my in control tail.

් ු (2) මෙරුදු අබුදු අබුදු අවද yet been ද්රණාවම්ted or abandoned, However, Wolfe Works will be comprove delement tombletes at the earlies of the the tree is island the factor and the stop at

(a) When all of the work called for in your contract has been earlighted a

ent is enot et divide et industration (a). northannab mososae has been completed if your "willis a foktelic call wor work at more than d. As offiguition, as re**ette do**∯enochagas, to

"" " (dp Wifen that part of the work done at a ข้าใช้เข้าร่าใช้"has ก็อัสโดงค์เส้ ใช้บาใช้ "ให้lended rasinse ripy panyraperson rocaorganization other than another contractor or subcontractor working on the same project.

> Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or demage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of lools, uninstaffed equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregale Limit.

15. "Properly damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
- 16. "Suit" means a civil proceeding in which damages because of "bodily Injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged, "Suit" includes;
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

17. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

18. "Your product" means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - {1} You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
- Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

- Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- The providing of or failure to provide warnings or instructions.
- "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

19. "Your work" means:

- a. Work or operations performed by you or on your behalf; and
- Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

- Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- The providing of or failure to provide warnings or instructions.

MS 000026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLLUTION EXCLUSION – EXCEPTION FOR BUILDING HEATING EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

Subparagraph (1)(a) of the Pollution exclusion under Paragraph 2., Exclusions of Bodily Injury And Property Damage Liability Coverage (Section I – Coverages) is replaced by the following:

This insurance does not apply to:

POLLUTION

(1) "Bodliy Injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants: (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured.

However, Subparagraph (a) does not apply to "bodily injury" if sustained within a building and caused by smoke, furnes, vapor or soot from equipment used to heat that building.





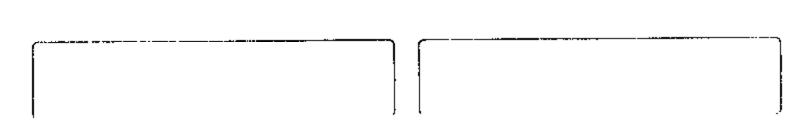
GENERAL CASUALTY INSURANCE COMPANIES

GENERAL CASUALTY COMPANY OF WISCONSIN A STOCK COMPANY ONE GENERAL DRIVE SUN PRAIRIE, WISCONSIN 53596

GENERAL CASUALTY COMPANY OF ILLINOIS
A STOCK COMPANY
1125 S. KIWANIS DRIVE
FREEPORT, ILLINOIS 61032

REGENT INSURANCE COMPANY A STOCK COMPANY ONEGENERAL DRIVE SUN PRAIRIE, WISCONSIN 53596 IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

POLICY PERIOD - 12:01 AM STANDARD TIME AT THE NAMED INSURED'S MAILING ADDRESS SHOWN IN THE DECLARATIONS.



COMMERCIAL UMBRELLA LIABILITY QUICK REFERENCE

This Commercial Umbrella Policy Policy consists of several Items as described below:

- 1. DECLARATION PAGES: They list the Named Insured, Policy Period, the Limits of Insurance and the Schedule of Underlying Insurance. The Declarations also show the forms and endorsements that apply to this Commercial Umbrella Liability Policy.
- 2. COVERAGE FORMS: Each Coverage Part is made up of a Coverage Form and Declarations, and is subject to the Common Policy Conditions. The Coverage Form describes the nature and extent of coverage provided, it also includes any conditions that apply specifically to that Coverage Part.
- 3. ADDITIONAL PROVISIONS OR EXCLUSIONS: This policy may be modified by additional provisions or exclusions. When this happens, the forms which contain those provisions or exclusions will be found after the Commercial Umbrella Liability Coverage Form. The form numbers will also appear on the Declarations.
- 4. COMMON POLICY CONDITIONS: This form lists most of the conditions to which you and we are subject. Further conditions can be found in the Commercial Umbrella Liability Coverage Form.

THIS QUICK REFERENCE IS NOT PART OF THE COMMERCIAL UMBRELLA LIABILITY POLICY AND DOES NOT PROVIDE COVERAGE. PLEASE READ THE COMMERCIAL UMBRELLA LIABILITY POLICY ITSELF FOR ACTUAL CONTRACTUAL PROVISIONS.

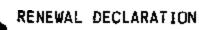
IN WITNESS WHEREOF, the Company designated on the Declaration page has caused this policy to be signed by its president and secretary, but this policy shall not be valid unless completed by the attachment hereto of a Declaration page and countersigned on the aforesaid Declaration page by a duly authorized agent of the company.

anne Browners Smith

CCU 0135138 PAGE 1 OF 2 AGENCY BILL

ORIGINAL COPY





RENEWAL OF: CCU 0135138

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| 24219 NORTHERN ILLINGIS DRIVE Channahon, Illinois 50410 | PO BOX 2157 JOLIET 1L | 197 | 60435 |
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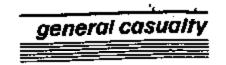
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AUTHORIZED SIGNATURE

DATE

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CCU 0135138 PAGE 2 OF 2 AGENCY BILL ORIGINAL COPY



RENEWAL DECLARATION

RENEWAL OF: CCU 0135138

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COMMERCIAL UMBRELLA LIABILITY POLICY DECLARATIONS (CONTINUED) SCHEDULE OF UNDERLYING INSURANCE

| GENERAL LIABILITY INSURANCE INSURER: GENERAL CASUALTY COMPANY OF ILLINOIS POLICY NUMBER: CCI 0135138 POLICY TERM: 01-06-01 TO 01-06-02 GENERAL LIABILITY LIMITS OF INSURANCE: GENERAL AGGREGATE LIMIT |
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INSURER:

POLICY NUMBER:

LIMITS OF INSURANCE:

POLICY TERM:

TO

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CCU 0135138 PAGE 1 OF 1 AGENCY BILL

ORIGINAL COPY



RENEWAL DECLARATION

RENEWAL OF: CCU 0135138

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--- STATEMENT OF ACCOUNT--- CCU0135138 1111 AGENCY BILL METALSTAMP, INC.

OTAL POLICY PREMIUM \$9,000.00 BALANCE DUE 02/2001 \$3000.00 03/2001 \$750.00 04/2001 \$750.00 05/2001 06/2001 \$750.00 \$750.00 07/2001 \$750.00 08/2001 \$750.00 09/2001 \$750.00 10/2001 \$750.00

YOUR INDEPENDENT AGENT IS WORKING FOR YOU ISSUE DATE - 02/01/2001

PREMIUMS ARE PAYABLE TO

DEGEUS & KLAFTER 227 N HAMMES AVE PO BOX 2157 JOLIET IL

60435

POLICY NUMBER:

COMMERCIAL UMBRELLA LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES — CANCELLATION AND NONRENEWAL PROVISIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

 CANCELLATION (Common Policy Conditions) is replaced by the following:

CANCELLATION

- The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.
- we may cancel this policy by mailing to you written notice stating the reason for cancellation.
 - b. If we cancel for nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
 - c. If we cancel for a reason other than nonpayment of premium, we will mail the notice at least:
 - (1) 30 days prior to the effective date of cancellation if the policy has been in effect for 60 days or less.
 - (2) 60 days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.
- if this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
 - Nonpayment of premium;
 - The policy was obtained through a material misrepresentation;
 - Any insured has violated any of the terms and conditions of the policy;
 - The risk originally accepted has measurably increased;
 - Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or
 - A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this state.
- Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

- 5. If this policy is cancelled we will send the first Named Insured any premium refund due, if we cancel, the refund will be prorate. If the first Named Insured cancels, the refund will be less than pro rate. The cancellation will be effective even if we have not offered a refund.
- Any WHEN WE DO NOT RENEW Condition (Section IV) is deleted and replaced by the following:

WHEN WE DO NOT RENEW

- If we decide not to renew this policy, we will mail written notice of nonrenewal no less than 80 days before the expiration date to:
 - You; and
 - The broker, if known to us, or the agent of record.
- Even if we do not comply with these terms, this policy will terminate:
 - On the expiration date if:
 - (1) You fail to perform any of your obligations in connection with the payment of the premium for the policy, or any installment payment whether payable directly to us or our agents or indirectly under any premium finance plan or extension of credit or
 - (2) We have indicated our willingness to renew this policy to you or your representative; or
 - (3) You have notified us or our agent that you do not want to renew this policy.
 - On the effective date of any other insurance replacing this policy.
- 3. Meiling of Notices

We will mail cancellation and nonrenewal notices to you, and the agent or broker, at the last addresses known to us. Proof of mailing will be sufficient proof of notice.

CU 79 03 11 89 MS 000033 Page 1 of 2

 DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT (Section IV) is replaced by the following:

DUTIES IN THE EVENT OF OCCURRENCE, OFFENBE, CLAIM OR SUIT.

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place:
 - (2) The names and addresses of any injured persons and witnesses; and
 - (2) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received, and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit:"
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the Investigation, settlement or defense of the claim or "suit" and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which the insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, essume any obligation, or incur any expense, other than for first aid, without our consent.

MS 000034 Pege 2 of 2

COMMERCIAL UMBRELLA LIABILITY

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

AUTOMOBILE LIABILITY — FOLLOWING FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

Except to the extent coverage is available to you or the insured in the "underlying insurance," this insurance shall not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any "auto" owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

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COMMERCIAL UMBRELLA LIABILITY

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION — PERSONAL PROPERTY

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

This insurance does not apply to "property damage" to personal property:

- Loaned or rented to you; or
- 2. In the care, custody or control of the insured.

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION — REAL PROPERTY

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

This insurance does not apply to "property damage to real property.

- You own, rent or occupy;
- 2. Loaned to you; or
- In your care, custody or control.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION — YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS — WITH EXCEPTION FOR BODILY INJURY ON YOUR PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 3., Exclusions in the Umbrella Liability Coverage Part.

YEAR 2000

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising directly or indirectly out of:

- Any actual or alleged failure, malfunction or inadequacy of:
 - (a) Any of the following, whether belonging to any insured or to others:
 - (i) Computer hardware, including microprocessors or other Electronic Data Processing Equipment as may be described elsewhere in the policy;
 - (II) Computer application software or other Electronic Medie and Records as may be described elsewhere in the policy;
 - (III) Computer operating systems and related software:
 - (iv) Computer networks;

- (v) Microprocessors (computer chips) not part of any computer system; or
- (vi) Any other computerized or electranic equipment or components; or
- (b.) Any other products and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items fisted in Paragraph q.1.(a) of this endorsement;
- due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.
- Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph q.1. of this endorsement.

However, this exclusion does not apply to "bodily injury" occurring on any premises owned by or rented to you.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

- The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
- We will mail or deliver our notice to the first Named insured's last mailing address known to us.
- Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5. If this policy is cancelled, we will send the first Named insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- If notice is maited, proof of malling will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

- We have the right to:
 - a. Make inspections and surveys at any time;

- Give you reports on the conditions we find;
 and
- Recommend changes.
- 2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
- Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

- Is responsible for the payment of all premiums; and
- Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Please read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (SECTION III).

Other words and phrases that appear in quotation marks have special meaning. Refer to **DEFINITIONS** (SECTION V).

SECTION I -- COVERAGES

1. Insuring Agreements

Coverage A. — Bodily Injury and Property Demage Liability

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurence applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under 2. Defense Settlement and Supplementary Payments.

- This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence"; and
 - (2) The "bodily injury" or "property damage" occurs during the policy period.

The "occurrence" may take place anywhere in the world.

c. Damages because of "bodily injury" or "property damage" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodity injury"

Coverage B. — Personal Injury and Advertising Injury Liability

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under 2. Defense, Settlement and Supplementary Payments.

- b. This insurance applies to:
 - "Personal injury" caused by an offense committed anywhere in the world and arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
 - (2) "Advertising injury" caused by an offense committed anywhere in the world in the course of advertising your goods, products or services;

but only if the offense was committed during the policy period,

- Defense, Settlement and Supplementary Payments.
 - a. When "underlying insurance" does not apply to a loss for which a claim is made or "suit" is brought and which is covered by this Coverage Part;
 - (1) We will have the right and duty to defend any claim or "suit" seeking damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", or "property damage", "personal injury" or "advertising injury" to which this insurance does not apply.
 - (2) We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result.
 - (3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

CU 79 02 11 97 MS 000040 Page 7 of 15

- b. When "underlying insurance" does not apply to a loss for which a claim is made or "suit" is brought end which is covered by this Coverage Part:
 - (1) We will have the right, but not the duty, to defend any claim or "suit" seeking damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance does not apply.
 - (2) We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result.
 - (3) Our right to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.
- The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION II);
- d. We will pay with respect to any claim we investigate or settle, or any "suit" egainst an insured we defend:
 - (1) All expenses we incur;
 - (2) Up to \$2,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - (3) The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in the court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

If we are prevented by law protherwise from carrying out the above provisions, we will pay any expense incurred with our written consent in accordance with these provisions.

You must promptly reimburse us for any amount of loss we pay on your behalf within the Insured's Net Retention shown on the Declarations.

if we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (a) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (b) This insurance applies to such liability assumed by the insured;
- (c) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (d) The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (e) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same coursel to defend the insured and the indemnitee; and
- (f) The indemnitee:
 - . (i) Agrees in writing to:
 - (1) Cooperate with us in the investigation, settlement or defense of the "suit";

Page 2 of 15 MS 000041 CU 79 02 11 97

- (2) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (3) Notify any other insurer whose coverage is available to the indemnitee; and
- (4) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (ii) Provides us with written authorization to :
 - Obtain records and other information related to the "suit"; and
 - (2) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph 3.d.(2) of SECTION I – COVERAGES, such payments will not be deemed to be damages for "bodily injury", "property damage", "personal injury" or "advertising injury" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorney's fees and necessary litigation expenses as Supplementary Payments ends when:

- (a) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (b) The conditions set forth above, or the terms of the agreement described in paragraph (f) above, are no longer met.

3. Exclusions

This insurance does not apply to:

Expected or Intended Injury

"Sodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Workers Compensation and Similar Laws

Any obligation, of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- "Your product",
- (2) "Your work".
- (3) "Impaired property",

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

d. Contractual Liability

Any obligation of the insured to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "personal injury", "advertising injury", "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal injury", "advertising injury", "bodily injury" or "property damage", provided:
 - Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

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e. Damage to Property

- (1) Property you own;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (4) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

g. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

h. Damage to impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental ohysical injury to "your product" or "your work" after it has been put to its intended use.

Personal Injury or Advertising Injury

"Personal injury" or "advertising injury":

- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period; or
- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured.

Advertising Injury

- Breach of contract, other than the misappropriation of advertising ideas under an implied contract;
- (2) The failure of goods, products or services to conform with advertised quality or performance; or
- (3) The wrong description of the price of goods, products or services.

k. War

Any liability of the insured due to war, whether or not declared, or any act or condition incident to war. War includes:

- Civil war, insurrection, rebellion or revolution; and
- (2) Confiscation, nationalization, requisition of or damage to property by or under the order of any government or public or local authority.

This exclusion does not apply with respect to "occurrences" taking place in the United States of America, its territories or possessions, or Canada.

Alreraft

Any liability of the insured arising out of the ownership, maintenance, use or entrustment to others of any "aircraft" owned or operated by, chartered without crew or rented or loaned to any insured. Use includes operation and "loading and unloading".

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This exclusion does not apply to liability of the insured for "bodily injury" to any employee of the insured unless such liability is already excluded under exclusion b, above.

This exclusion does not apply to fability assumed under any "insured contract" for the ownership, maintenance or use of any "aircraft."

m. Pollution

- (1) Any liability of the insured arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutents;
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations;
 - if the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
 - (ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
 - (e) That are or that are contained in any property that is:
 - Seing transported or towed by, hendled, or handled for movement into, onto or from, an "auto".

- (ii) Otherwise in the course of transit by or on behalf of the "insured"; or
- (iii) Being stored, disposed of, treated or processed in or upon an "auto".

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of the pollutants.

This paragraph (2) does not apply to loss, cost or expense caused by an "occurrence" and resulting from the ownership, maintenance or use of an "auto", but only if there is either "bookly injury" or "property damage" to which this insurance applies caused by the same "occurrence".

n. Recing

Any liability arising out of the use of any "auto" or "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

o. Watercraft

Any liability arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured, except to the extent coverage is available to you or the insured in the "underlying insurance". Coverage provided by this exception shall be no broader than that of the "underlying insurance". Use includes operation and "loading and unloading".

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This exclusion shall not apply to your liability for "bodily injury" to your employees unless such liability is already excluded under exclusion b. above.

p. Employment-Related Practices

"Personal injury" or "bodily injury" arising out of any:

- (1) Refusal to employ:
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts, or omissions; or
- (4) Consequential "personal injury" or "bodily injury" as a result of (1) through (3) above;

Except to the extent coverage is available to you or the insured in the "underlying insurance". Coverage provided by this exception shall be no broader than that of the "underlying insurance".

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the injury.

THIS COVERAGE PART IS SUBJECT TO THE FOL-LOWING NUCLEAR ENERGY LIABILITY EXCLU-SION (Broad Form)

This insurance does not apply to any liability:

- With respect to which an "insured" under the
 policy is also an insured under a nuclear energy
 liability policy issued by Nuclear Energy Liability
 Insurance Association, Mutual Atomic Energy Liability
 Inderwriters, Nuclear Insurance Association
 of Canada or any of their successors, or would be
 an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- 2. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the united States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

- Resulting from the "hazardous properties" of "nuclear material", if:
 - a. The "nuclear material" (i) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (ii) has been discharged or dispersed therefrom;
 - b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
 - c. The liability arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion e, epplies only to "property darnage" to such "nuclear facility" and any property threat.

As used in this exclusion:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "special nuclear material" or "by-product material";

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor",

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- a. Any "nuclear reactor",
- b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

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- c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "weste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus signed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

SECTION II -- LIMITS OF INSURANCE

- The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - Persons or organizations making claims or bringing "suits".
- The Limits of Insurance shown in the Declarations are the most we will pay in excess of either:
 - The limits of the "underlying insurance" shown in the Declarations and any other primary insurance applicable to the insured; or
 - b. The Insured's Net Retention shown in the Declarations if there is no "underlying insurance" or other primary insurance covering the loss.
- The General Aggregate Limit is the most we will pay for all injury and demage except damages:
 - Because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
 - Resulting from the ownership, maintenance, use or entrustment to others of an "auto".

- 4. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A. for damages because of "bodily injury" and "property damage" included in the "productscompleted operations hazard".
- Subject to 3, above, the Personal and Advertising injury Limit is the most we will pay under Coverage B, for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
- Subject to 3. or 4. above, whichever applies, the Each Occurrence Limit is the most we will pay for damages under Coverage A. because of all "bodily injury" and "property damage" arising out of any one "occurrence".

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

If the aggregate limit of liability of any policy of the "underlying insurance" is reduced or exhausted because of losses paid then this insurance will:

- Continue as excess over the reduced "underlying insurance", in this case of reduction.
- Continue as "underlying insurance", in the case of exhaustion.

The limits of liability of any "underlying insurance" shall be deemed to apply regardless of:

- Any defense which the underlying insurer may assert because of an insured's failure to comply with any condition of the policy after an "occurrence"; or
- The inability of the underlying insurer to pay because of bankruptcy or insolvency.

SECTION III — WHO IS AN INSURED

- 1. a. If you are designated in the Declarations as:
 - An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

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- (3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- (4) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- b. No person or organization, except the Named Insured shown in the Declarations, is an insured with respect to the ownership, maintenance, operation, use, "loading or unloading" or entrustment to others of any "autos", except as provided in 3, below.
- Except as provided in 4, below, each of the following is also an insured:
 - a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
 - (1) "Bodily injury" or "personal injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-'employee' while that co-'employee' is either in the course of his or her employment or performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-'employee' as a consequence of paragraph (1) (a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1) (a) or (1) (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

- (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

Paragraph (1) (d) does not apply if "employees" are insureds in "underlying insurance", for "bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services. Coverage provided by this exception shall be no broader than that of the "underlying insurance".

- b. Any person (other than your "employee"), or eny organization while acting as your real estate manager.
- Any person or organization having proper temporary custody of your property if you die, but only:
 - With respect to liability arising out of the maintenance or use of that property; and
 - Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- e. Any other person or organization who is an additional insured in the "underlying insurance" shown in the Declarations. The coverage afforded under this insurance will be no broader than that of the "underlying insurance".
- f. Any person or organization, trustee or estate for which you are obligated by an "insured contract" to provide this type of insurance. This applies, however, only to operations performed by you or on your behalf or to facilities you own or use.
- g. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if

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no other insurence of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- (1) "Bodily injury" to a co-"employee" of the person driving the equipment; or
- (2) "Property damage" to property owned by, rented to, in the charge of or occupied by your or the employer of any person who is an insured under this provision.
- h. With respect to any "aircraft" chartered with pilot by you or on your behalf, any person using such "aircraft" and any person responsible for the use of such "aircraft", provided it is used with your permission.

However, the following are not insureds as respects this provision:

- The owner, pilot, crew or anyone operating the "aircraft";
- (2) Any manufacturer of "aircraft", engines or aviation accessories:
- Any aviation sales, service or repair organization;
- (4) Any airport or hangar operator; or
- (5) Any employee of (2), (3), or (4) above.

This paragraph h. shall not apply if it restricts coverage granted under paragraph e. above.

- Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - (2) Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (3) Coverage does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

Except as provided in 3, below, none of the persons or organizations included as an insured in this paragraph 2, is an insured with respect to the ownership, maintenance, operation, use "loading or unloading" or entrustment to others of any "auto".

- Except as provided in 4. below, any person is an insured while using with your permission an "auto" you own, hire or borrow. The following are not insureds under this provision:
 - a. The owner of anyone else from whom you hire or borrow an "auto". This exception does not apply if the "auto" is a "trailer" connected to an "auto" you own. However, if the owner of such an "auto" is an insured in the "underlying insurance" then that person shall be an insured under this Coverage Part. Coverage provided by this exception shall be no broader than that of the "underlying insurance";
 - b. Your "employee" if the "auto" is owned by that "employee" or a member of his or her household. However, if the owner of such an "auto" is an insured in the "underlying insurance" then that person shall be an insured under this Coverage Part. Coverage provided by this exception shall be no broader than that of the "underlying insurance";
 - c. Someone using an "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours; or
 - d. Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a tessee or borrower or any of their "employees", while moving property to or from an "auto".

Anyone liable for the conduct of an insured described above is an insured, but only to the extent of that liability.

4. No person or organization is an insured with respect to "bodily injury" or "personal injury" to you or to a co-"employee" while in the course of his, her or its employment, or the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury" or "personal injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury.

This paragraph 4, does not apply if any person or organization is an insured in "underlying insurance" with respect to "bodily injury" or "personal injury" to you or to a co-'employee' while in the course of his, her or its employment, or the spouse, child, parent, brother or sister of that co-'employee' as a

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consequence of such "bodily injury" or "personal injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury. Coverage provided by this exception shall not be broader than that provided by the "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION IV — COMMERCIAL UMBRELLA LIABILITY CONDITIONS

Duties in The Event Of Occurrence, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as precticable.

- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal pepers received in connection with the claim or "suit".
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and

- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or darnage to which the insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

2. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

Separation of insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- As if each Named Insured were the only Named Insured; and
- Separately to each insured against whom claim is made or "suit" is brought.

4. Appeais

In the event the insured or the insured's underlying insurers elect not to appeal a judgment in excess of the amount of the limits of the "underlying insurance", we may elect to appeal.

We will pay the expenses incidental to such appeal. Except for the payment of such expenses, this condition will not increase the amount we will pay as outlined under SECTION II — LIMITS OF INSURANCE.

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Maintenance Of Underlying Insurances

The "underlying insurance(s)" described in the Declarations must be maintained in full effect during the term of this Coverage Part, except for any reduction of any aggregate limit caused by the payment of losses or settlements. Your failure to comply with this condition shall not invalidate this Coverage Part, but in the event of such failure, this Coverage Part shall apply in the same manner as though the "underlying insurance(s)" had been maintained.

If you receive notice that any aggregate limit of liability of any policy of "underlying insurance" has been exhausted, you shall immediately make all reasonable efforts to reinstate such limits.

Other insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part our obligations are limited as follows:

- a. This insurance is excess over any of the other insurance, except for other insurance bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part;
- When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

Premium Audit

- We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the eamed premium for that period.

Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

8. Representations

By accepting this policy, you agree:

- The statements in the Declarations are accurate and complete;
- Those statements are based upon representations you made to us; and
- We have issued this policy in reflance upon your representations.

9. Bankruptcy

Sankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

11. Changes in Underlying insurance

If any "underlying insurance" is changed in any way after the effective date of this Coverage Part you must promptly give us written notice containing full details of the changes.

12. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V — DEFINITIONS

- "Advertising injury" means injury arising out of one or more of the following offenses:
 - Oral or written publication of material that standers or libels a person or organization or disparages a person's or organization's goods, products or services;
 - b. Oral or written publication of material that violates a person's right of privacy;
 - Misappropriation of advertising ideas or style of doing business; or
 - d. Infringement of copyright, title or slagan.

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- "Aircreft" means a weight-carrying structure for nevigation of the air that is supported either by its own buoyancy or by the dynamic action of the air against its surfaces.
- "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include:
 - a. "Mobile equipment", or
 - b. The equipment listed in paragraph f.(2) or f.(3) of the "mobile equipment" definition, when that equipment is being put to its intended use.
- "Sodily injury" means bodily injury, sickness or disease sustained by a person, including death, disability, mental anguish or shock resulting from any of these at any time.
- "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- The repair, replacement, adjustment or removal of "your product" or "your work", or
- Your fulfilling the terms of the contract or agreement.
- "insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;

- Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pey for "bodily injury", "property damage", "personal injury" or "advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- g. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees" of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extant that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- (1) That indemnifies a reilroad for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpess or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the lojury or damage.
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in

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- (2) above and supervisory, inspection, architectural or engineering activities.
- (4) That indermifies any person or organization for damage to property rented or loaned to you;
- (5) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver. However, that part of any contract or agreement that pertains to the loan, lease or rental of an "auto" to you shall be considered an "insured contract" if it is so considered in any "underlying insurance". Coverage provided under this insurance shall be no broader than that of the "underlying insurance"; or
- (6) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of an "auto" over a route or territory that person or organization is authorized to serve by public authority.
- 9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- "Loading or unloading" means the handling of property:
 - After it is moved from the place where it is accepted for movement into or onto an "aircraft", watercraft or "auto";
 - b. While it is in or on an "aircraft", watercraft or "auto"; or
 - White it is being moved from an "aircraft", watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of mechanical device, other than a hand truck, that is not attached to the "aircraft", watercraft or "auto".

- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, or right-of-way of a railroad.
- 12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Sulidozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- Vahicles maintained for use solely on or next to premises you own or rent;
- Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - Power cranes, shovels, loaders, diggers or drills; or
 - Road construction or resurfacing equipment such as graders, scrapers or rollers;
- Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos".

- Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing;
 - (c) Street cleaning.
- (2) Cherry pickers and similar devices mounted on automobiles or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

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- 14. "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - Oral or written publication of material that violates a person's right of privacy.
- 15. "Products-completed operations hazard":
 - a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if you contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or

- operated by you, and that condition was creeted by the "loading or unloading" of that vehicle by any insured; or
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 16. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the same time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the same time of the "occurrence" that caused it.
- 17. "Suit" means a civil proceeding in which damage because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged, "Suit" includes:
 - An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 18. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or shon-term workload conditions.
- 19. "Underlying insurance" means only that insurance listed in the Schedule of Underlying Insurance shown on the Declarations of this Coverage Part.
- 20. "Your product" means:
 - Any goods or products, other than, real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You:
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
 - Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

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21. "Your work" means:

- Work or operations performed by you or on your behalf; and
- Materials, parts or equipment furnished in connection with such work or operation.

"Your work" includes:

- Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- The providing of or failure to provide warnings or instructions.

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COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Please read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (SECTION III).

Other words and phrases that appear in quotation marks have special meaning. Refer to **DEFINITIONS** (SECTION V).

SECTION I -- COVERAGES

Insuring Agreements

Coverage A. — Badily Injury and Property Damage Liability

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under 2. Defense Settlement and Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - The "bodily injury" or "property damage" is caused by an "occurrence"; and
 - (2) The "bodily injury" or "property damage" occurs during the policy period.

The "occurrence" may take place anywhere in the world.

c. Damages because of "bodily injury" or "property damage" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury"

Coverage B. — Personal Injury and Advertising Injury Liability

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under 2. Defense, Settlement and Supplementary Payments.

- b. This insurance applies to:
 - (1) "Personal injury" caused by an offense committed anywhere in the world and arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
 - (2) "Advertising injury" caused by an offense committed enywhere in the world in the course of advertising your goods, products or services;

but only if the offense was committed during the policy period.

- 2. Defense, Settlement and Supplementary Payments.
 - a. When "underlying insurance" does not apply to a loss for which a claim is made or "suit" is brought and which is covered by this Coverage Part:
 - (1) We will have the right and duty to defend any claim or "suit" seeking damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodity injury", or "property damage", "personal injury" or "advertising injury" to which this insurance does not apply.
 - (2) We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result.
 - (3) Our right and duty to defend and when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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- b. When "underlying insurance" does not apply to a loss for which a claim is made or "suit" is brought and which is covered by this Coverage Part:
 - (1) We will have the right, but not the duty, to defend any claim or "suit" seeking damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance does not apply.
 - (2) We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result.
 - (3) Our right to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.
- The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION II);
- d. We will pay with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - (1) All expenses we incur;
 - (2) Up to \$2,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - (3) The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in the court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

If we are prevented by law or otherwise from carrying out the above provisions, we will pay any expense incurred with our written consent in accordance with these provisions.

You must promptly reimburse us for any amount of loss we pay on your behalf within the Insured's Net Retention shown on the Declarations.

If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (a) The "sult" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract":
- (b) This insurance applies to such liability assumed by the insured;
- (c) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract":
- (d) The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (a) The indemnitee end the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (f) The indemnitee:
 - . (1) Agrees in writing to:
 - Cooperate with us in the investigation, settlement or defense of the "suit";

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- (2) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (3) Notify any other insurer whose coverage is available to the indemnitee; and
- (4) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (ii) Provides us with written authorizetion to:
 - Obtain records and other information related to the "suit"; and
 - (2) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph 3.d.(2) of SECTION I – COVERAGES, such payments will not be deerned to be damages for "bodily injury", "property damage", "personal injury" or "advertising injury" and will not reduce the limits of insurance,

Our obligation to defend an insured's indemnitee and to pay for attorney's fees and necessary litigation expenses as Supplementary Payments ends when:

- (a) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (b) The conditions set forth above, or the terms of the agreement described in peragraph (f) above, are no longer met.

3. Exclusions

This insurance does not apply to:

Expected or intended injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Workers Compensation and Similar Laws

Any obligation, of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product",
- (2) "Your work".
- (3) "Impaired property".

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

d. Contractual Liability

Any obligation of the insured to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "personal injury", "advertising injury", "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal injury", "advertising injury", "bodily injury" or "property damage", provided:
 - (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

e. Damage to Property

- (1) Property you own;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (4) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (4) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

f. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

g. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

h. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

Personal Injury or Advertising Injury

"Personal injury" or "advertising injury":

- Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period; or
- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured.

j. Advertising Injury

- Breach of contract, other than the misappropriation of advertising ideas under an implied contract;
- (2) The failure of goods, products or services to conform with advertised quality or performance; or
- (3) The wrong description of the price of goods, products or services.

k. War

Any liability of the insured due to war, whether or not declared, or any act or condition incident to war. War includes:

- Civil war, insurrection, rebellion or revolution; and
- (2) Confiscation, nationalization, requisition of or damage to property by or under the order of any government or public or local authority.

This exclusion does not apply with respect to "occurrences" taking place in the United States of America, its territories or possessions, or Canada.

I. Aircraft

Any llability of the insured arising out of the ownership, maintenance, use or entrustment to others of any "eircraft" owned or operated by, chartered without crew or rented or loaned to any insured. Use includes operation and "loading and unloading".

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This exclusion does not apply to liability of the insured for "bodily injury" to any employee of the insured unless such liability is already excluded under exclusion b. above.

This exclusion does not apply to liability assumed under any "insured contract" for the ownership, maintenance or use of any "aircraft,"

m. Pollution

- (1) Any liability of the insured arising out of the actual, alieged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations;
 - if the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
 - (ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
 - (e) That are or that are contained in any property that is:
 - Being transported or towed by, handled, or handled for movement into, onto or from, an "auto".

- (fi) Otherwise in the course of transit by or on behalf of the "insured"; or
- (Iii) Being stored, disposed of, treated or processed in or upon an "auto".

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutrelizing, or in any way responding to, or assessing the effects of the poliutants.

This paragraph (2) does not apply to loss, cost or expense caused by an "occurrence" and resulting from the ownership, maintenence or use of an "auto", but only if there is either "bodily injury" or "property damage" to which this insurance applies caused by the same "occurrence".

n. Racing

Any liability arising out of the use of any "auto" or "mobile equipment" in, or while in practice or preparation for, a preamanged racing, speed or demolition contest or in any stunting activity.

Watercraft

Any liability arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured, except to the extent coverage is available to you or the insured in the "underlying insurance". Coverage provided by this exception shall be no broader than that of the "underlying insurance". Use includes operation and "loading and unloading".

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This exclusion shall not apply to your liability for "bodily injury" to your employees unless such liability is already excluded under exclusion **b.** above.

p. Employment-Related Practices

"Personal injury" or "bodity injury" arising out of any:

- (1) Refusal to employ:
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts, or omissions; or
- (4) Consequential "personal injury" or "bodily injury" as a result of (1) through (3) above:

Except to the extent coverage is available to you or the insured in the "underlying insurance". Coverage provided by this exception shall be no broader than that of the "underlying insurance".

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the injury.

THIS COVERAGE PART IS SUBJECT TO THE FOL-LOWING NUCLEAR ENERGY LIABILITY EXCLU-SION (Broad Form)

This insurance does not apply to any liability:

- With respect to which an "insured" under the
 policy is also an insured under a nuclear energy
 liability policy issued by Nuclear Energy Liability
 Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association
 of Canada or any of their successors, or would be
 an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- 2. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the united States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

- Resulting from the "hazardous properties" of "nuclear material", if:
 - a. The "nuclear material" (i) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (ii) has been discharged or dispersed therefrom;
 - b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
 - c. The liability arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to "property damage" to such "nuclear facility" and any property threat.

As used in this exclusion:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "special nuclear material" or "by-product material";

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1964 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor",

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- a. Any "nuclear reactor",
- Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

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- c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus signed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable meterial;

"Property damage" includes all forms of radioactive contamination of property.

SECTION II - LIMITS OF INSURANCE

- The Limits of insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds:
 - b. Claims made or "suits" brought; or
 - Persons or organizations making claims or bringing "suits".
- The Limits of Insurance shown in the Declarations are the most we will pay in excess of either:
 - The limits of the "underlying insurance" shown in the Declarations and any other primary insurance applicable to the insured; or
 - b. The insured's Net Retention shown in the Declarations if there is no "underlying insurance" or other primary insurance covering the loss.
- The General Aggregate Limit is the most we will pay for all injury and damage except damages:
 - Because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
 - Resulting from the ownership, maintenance, use or entrustment to others of an "auto".

- 4. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A, for damages because of "bodily injury" and "property damage" included in the "productscompleted operations hazard".
- Subject to 3, above, the Personal and Advertising injury Limit is the most we will pey under Coverage B, for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
- 6. Subject to 3, or 4, above, whichever applies, the Each Occurrence Limit is the most we will pay for damages under Coverage A, because of all "bodily injury" and "property damage" arising out of any one "occurrence".

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

If the aggregate limit of liability of any policy of the "underlying insurance" is reduced or exhausted because of losses paid then this insurance will:

- Continue as excess over the reduced "underlying insurance", in this case of reduction.
- Continue as "underlying insurance", in the case of exhaustion.

The limits of liability of any "underlying insurance" shall be deemed to apply regardless of:

- Any defense which the underlying insurer may assert because of an insured's failure to comply with any condition of the policy after an "occurrence"; or
- The inability of the underlying insurer to pay because of bankruptcy or insolvency.

SECTION III — WHO IS AN INSURED

- 1. a. if you are designated in the Declarations as:
 - An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

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- (3) A limited flability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- (4) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- b. No person or organization, except the Named Insured shown in the Declarations, is an insured with respect to the ownership, maintenance, operation, use, "loading or unloading" or entrustment to others of any "autos", except as provided in 3, below.
- Except as provided in 4, below, each of the following is also an insured:
 - a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
 - (1) "Bodily injury" or "personal injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-'employee' as a consequence of paragraph (1) (a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1) (a) or (1) (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care-services.

- (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

Paragraph (1) (d) does not apply if "employees" are insureds in "underlying insurance" for "bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services. Coverage provided by this exception shall be no broader than that of the "underlying insurance".

- Any person (other than your "employee"), or any organization while acting as your real estate manager.
- Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- e. Any other person or organization who is an additional insured in the "underlying insurance" shown in the Declarations. The coverage afforced under this insurance will be no broader than that of the "underlying insurance".
- f. Any person or organization, trustee or estate for which you are obligated by an "insured contract" to provide this type of insurance. This applies, however, only to operations performed by you or on your behalf or to facilities you own or use.
- g. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if

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no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- "Bodily injury" to a co-"employee" of the person driving the equipment; or
- (2) "Property damage" to property owned by, rented to, in the charge of or occupied by your or the employer of any person who is an insured under this provision.
- h. With respect to any "aircraft" chartered with pilot by you or on your behalf, any person using such "aircraft" and any person responsible for the use of such "aircraft", provided it is used with your permission.

However, the following are not insureds as respects this provision:

- The owner, pilot, crew or anyone operating the "aircraft";
- (2) Any manufecturer of "aircraft", engines or aviation accessories;
- (3) Any aviation sales, service or repair organization;
- (4) Any airport or hangar operator; or
- (5) Any employee of (2), (3), or (4) above.

This paragraph h. shall not apply if it restricts coverage granted under paragraph e. above.

- i. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - (2) Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (3) Coverage does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

Except as provided in 3. below, none of the persons or organizations included as an insured in this paragraph 2, is an insured with respect to the ownership, maintenance, operation, use "loading or unloading" or entrustment to others of any "auto".

- Except as provided in 4. below, any person is an insured while using with your permission an "auto" you own, hire or borrow. The following are not insureds under this provision:
 - a. The owner of anyone else from whom you hire or borrow an "auto". This exception does not apply if the "auto" is a "trailer" connected to an "auto" you own. However, if the owner of such an "auto" is an insured in the "underlying insurance" then that person shall be an insured under this Coverage Part. Coverage provided by this exception shall be no broader than that of the "underlying insurance";
 - b. Your "employee" if the "auto" is owned by that "employee" or a member of his or her household. However, if the owner of such an "auto" is an insured in the "underlying insurance" then that person shall be an insured under this Coverage Part. Coverage provided by this exception shall be no broader than that of the "underlying insurance";
 - c. Someone using an "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours; or
 - d. Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".

Anyone liable for the conduct of an insured described above is an insured, but only to the extent of that liability.

4. No person or organization is an insured with respect to "bodily injury" or "personal injury" to you or to a co-"employee" while in the course of his, her or its employment, or the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury" or "personal injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury.

This paragraph 4. does not apply if any person or organization is an insured in "underlying insurance" with respect to "bodily injury" or "personal injury" to you or to a co-"amployee" while in the course of his, her or its employment, or the spouse, child, parent, brother or sister of that co-"employee" as a

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consequence of such "bodily injury" or "personal injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury. Coverage provided by this exception shall not be broader than that provided by the "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Daciarations.

SECTION IV — COMMERCIAL UMBRELLA LIABILITY CONDITIONS

Duties in The Event Of Occurrence, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:
 - (1) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit".
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit": and

- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which the insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

2. Legal Action Against Us

No person or organization has a right under this. Coverage Part:

- To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an egreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the daimant or the claimant's legal representative.

Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically essigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

4. Appeals

In the event the insured or the insured's underlying insurers elect not to appeal a judgment in excess of the amount of the limits of the "underlying insurance", we may elect to appeal.

We will pay the expenses incidental to such appeal. Except for the payment of such expenses, this condition will not increase the amount we will pay as outlined under SECTION II.— LIMITS OF INSURANCE.

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Maintenance Of Underlying Insurances

The "underlying insurance(s)" described in the Declarations must be maintained in full effect during the term of this Coverage Part, except for any reduction of any aggregate limit caused by the payment of losses or settlements. Your failure to comply with this condition shall not invalidate this Coverage Part, but in the event of such failure, this Coverage Part shall apply in the same manner as though the "underlying insurance(s)" had been maintained.

If you receive notice that any aggregate limit of liability of any policy of "underlying insurance" has been exhausted, you shall immediately make all reasonable efforts to reinstate such limits.

Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part our obligations are limited as follows:

- a. This insurance is excess over any of the other insurance, except for other insurance bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part;
- b. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

7. Premium Audit

- We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period.

Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

Representations

By accepting this policy, you agree:

- The statements in the Declarations are accurate and complete;
- Those statements are based upon representations you made to us; and
- We have issued this policy in reliance upon your representations.

Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

10. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

11. Changes in Underlying Insurance

If any "underlying insurance" is changed in any way after the effective date of this Coverage Part you must promptly give us written notice containing full details of the changes.

12. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V -- DEFINITIONS

- "Advertising injury" means injury arising out of one or more of the following offenses:
 - Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - b. Oral or written publication of material that violetes a person's right of privacy;
 - Misappropriation of advertising ideas or style of doing business; or
 - d. Infringement of copyright, title or slogan.

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- "Aircraft" means a weight-carrying structure for navigation of the air that is supported either by its own buoyancy or by the dynamic action of the air against its surfaces.
- "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include:
 - "Mobile equipment", or
 - b. The equipment listed in paragraph f.(2) or f.(3) of the "mobile equipment" definition, when that equipment is being put to its intended use.
- "Bodity injury" means bodity injury, sickness or disease sustained by a person, including death, disability, mental anguish or shock resulting from any of these at any time.
- "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- "Executive officer" means a person holding any
 of the officer positions created by your charter,
 constitution, by-laws or any other similar governing document.
- "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- The repair, replacement, adjustment or removel of "your product" or "your work", or
- Your fulfilling the terms of the contract or agreement.
- "insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract":
 - A sidetrack agreement;

- Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", "personal injury" or "advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- g. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees" of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in

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- (2) above and supervisory, inspection, architectural or engineering activities.
- (4) That indemnifies any person or organization for damage to property rented or loaned to you;
- (5) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver. However, that part of any contract or agreement that pertains to the loan, lease or rental of an "auto" to you shall be considered an "insured contract" if it is so considered in any "underlying insurance". Coverage provided under this insurance shall be no broader than that of the "underlying insurance"; or
- (6) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of an "auto" over a route or territory that person or organization is authorized to serve by public authority.
- 9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 'Loading or unloading" means the handling of property:
 - After it is moved from the place where it is accepted for movement into or onto an "aircraft", watercraft or "auto";
 - While it is in or on an "aircraft", watercraft or "auto"; or
 - While it is being moved from an "aircraft", watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of mechanical device, other than a hand truck, that is not attached to the "aircraft", watercraft or "auto".

- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, or right-of-way of a railroad.
- "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- Vahicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads:
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently ettached equipment of the following types:
 - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers:
- f. Vehicles not described in a., b., c. or d. above mainteined primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos".

- Equipment designed primerity for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing;
 - (c) Street cleaning.
- (2) Cherry pickers and similar devices mounted on automobiles or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

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- 14. "Personal injury" means injury, other than "bodity injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - Oral or written publication of material that violetes a person's right of privacy.
- "Products-completed operations hazard":
 - a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abendoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if you contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- Does not include "bodily injury" or "property damage" arising out of:
 - The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or

- operated by you, and that condition was created by the "loading or unbacking" of that vehicle by any insured; or
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 16. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the same time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the same time of the "occurrence" that caused it.
- 17. "Suit" means a civil proceeding in which damage because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged, "Suit" includes;
 - An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are delimed and to which the insured submits with our consent.
- 18. "Tamporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 19. "Underlying insurance" means only that insurance listed in the Schedule of Underlying Insurance shown on the Declarations of this Coverage Part.
- 20. "Your product" means:
 - Any goods or products, other than, real property, manufactured, sold, handled, distributed or disposed of by;
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
 - Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" does not include vanding machines or other property rented to or located for the use of others but not sold.

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21. "Your work" means:

- Work or operations performed by you or on your behalf; and
- Materials, parts or equipment furnished in connection with such work or operation.

"Your work" includes:

- Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- The providing of or failure to provide warnings or instructions.

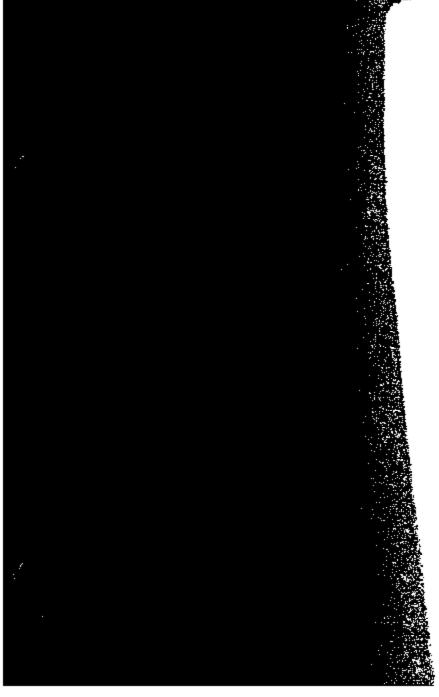
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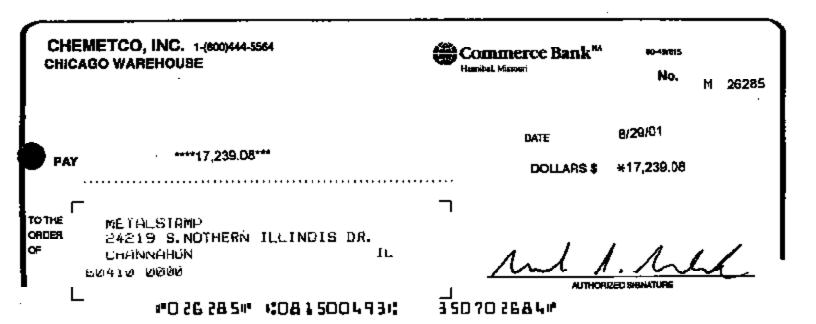


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DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

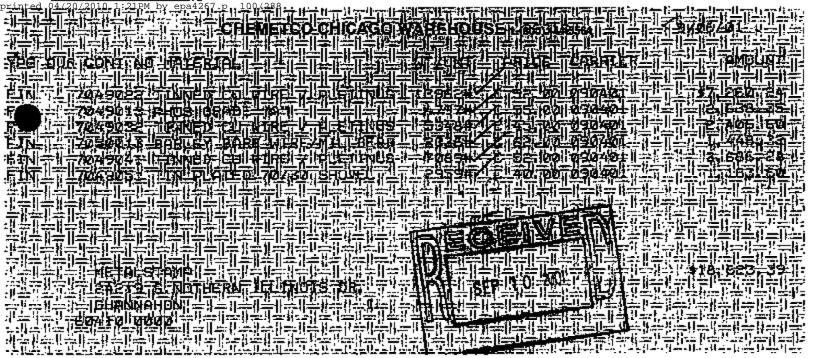
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AIGHT BILL OF LADING-SHORT FORM-Original-Not Negotiable.

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METALSTAMP

CHANNEHON

60410 **0**00**0**0

TOTHE ORDER

OF

24219 S. NOTHERN ILLINOIS DR.

#026313# #081500493#

9/06/01 CHEMETCO CHICAGO WAREHOUSE 1-(866)分本語5564 AMOUNT PRICE CARRIER NT/UNT IR CONT NO MATERIAL \$7,260,24 C 52.00 090401 7049082 TINNED CU WIRE / PLETINUS 13962# 2,638.35 C 55.00 090401 N 47**97**# 7049013 PHOS GRADE "A" 2,405.60 C 45.00 090401 N 7049032 TINNED CU WIRE / PLETINUS 5348# 1,448.32. C 62.00 090401 N 7050013 BARLEY BARE WIRE/MILLBERR 2336# 3,686.28 C 52.00 090401 7049041 TINNED CU WIRE / PLETINUS 7089# 1,183.60 C 40.00 090401 N 7049051 TIN PLATED 70/30 SHOVEL 2959# N \$18,623.39 SEP 10 2001 METALSTAMP 24219 S.NOTHERN ILLINOIS DR. CHANNAHON 60410 0000 Commerce Bank* CHEMETCO, INC. 1-(800)444-5584 Harmitel, Missouri CHICAGO WAREHOUSE No. M 26313 9/06/01 DATE ***18,683.39 *** *18,623,39 **DOLLARS \$** PAY

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24219 NORTHERN ILLINOIS DR. - CHANNAHON, IL 60410 - 815-467-780

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24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

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24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

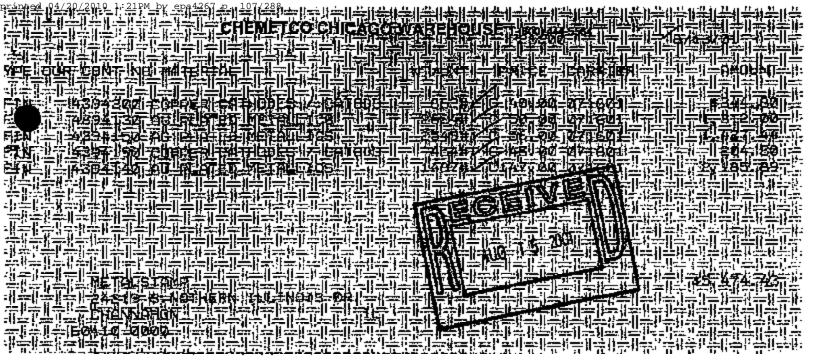
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CHEMETCO CHICAGO WAREHOUSE 1-(100) 144-5564

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METALSTAMP 24219 S.NOTHERN ILLINOIS DR. CHANNAHON JL 60410 0000

CHEMETCO, INC. 1-(800)444-5564 CHICAGO WAREHOUSE

Commerce Bank*

60-48/615

No.

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DOLLARS \$ #*5, 474.43

TO THE

METALSTAMP 24219 B.NOTHERN ILLINOIS DR. CHANNAHON IL 60410 0000

AUTHORIZED BIOMATURE

*O 26 200# #:081500493#

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METALLEAMP inc

RN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-780

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DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

| Customer's Order No. | Date | 7-16 | 20 0/ |
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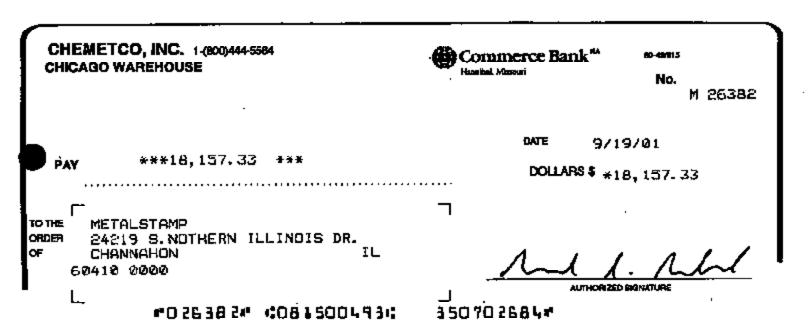
CHEMETCO CHICAGO WAREHOUSE 300 ALCOHOLOGIA STORE STORE

CHANNAHON 60410 0000

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24219 S.NOTHERN ILLINOIS DR.

CHEMETCO CHICAGO WAREHOUSE 12899 642-5584 9/19/01 AMOUNT /PE OUR CONT NO MATERIAL WT/UNT PRICE CARRIER 7884# C 50.00 091701 13,942.00 7581032 TINNED CU WIRE / FLETINUS 7581022 BARLEY BARE WIRE/MILLBERR C 60,00 091701 6115# 4,869.00 4758# FIN 7581041 TIN PLATED 70/30 SHOVEL C 39.00 091701 1.855.62 7581011 70/30 BRASS - 70/30 LATON 7581051 TINNED CU WIRE / PLETINUS FIN 6032# C 45,00 091701 2,723.40 C 45.00 091701 2,363.85 FIN 5253# 7581070 COPPER CATHODES / CATODO C 44.00 091701 720.28 FIN 1637# FIN 7581060 PHOS GRADE "A" 3117# C 54.00 091701 1,683.18 SEP 28 2001 METALSTAMP \$18, 157, 33





24219 NORTHERN ILLINOIS DR. . CHANNAHON, IL 60410 . 815-467-7800

| Customer's Order No. | Date | O.J. | |
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| Sold To CHEMETCO | Date | 9-17 | 20 0/ |
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DESIGN • STAMPINGS • TOOLING 24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

| Customer's <u>Order No.</u> | · —- | | | | | Date | 9-1 | 7 200 |
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DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

| Customer's Order No. | i | | Date | 9-17 | <i>†</i> 20 <i>O</i> / |
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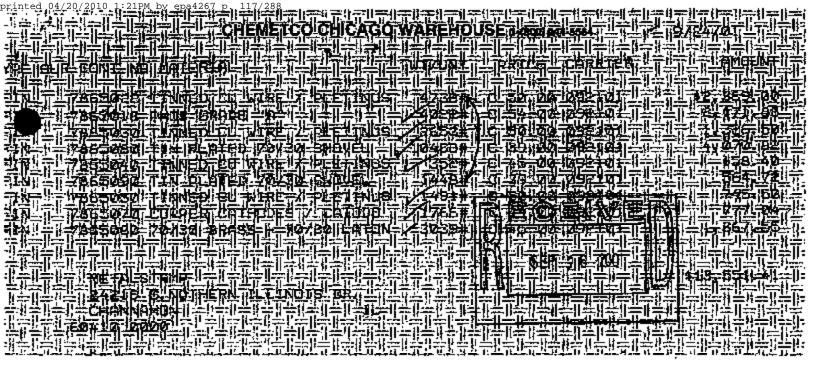
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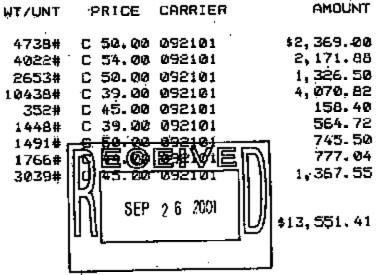
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7865013 PHOS GRADE "A"
7865030 TINNED CU WIRE / PLETINUS
7865080 TIN PLATED 70/30 SHOVEL
7865040 TINNED CU WIRE / PLETINUS
7865090 TIN PLATED 70/30 SHOVEL
7865050 TINNED CU WIRE / PLETINUS
7865070 COPPER CATHODES / CATODO
7865060 70/30 BRASS - 70/30 LATON

METALSTAMP 24219 S.NOTHERN ILLINDIS DR. CHANNAHON I 50410 0000



CHEMETCO, INC. 1-(800)444-5564 CHICAGO WAREHOUSE Commerce Bank**

80-49/816

No.

M 26407

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DOLLARS \$ *13,551.41

***13,551.41 ***

METALSTAMP 24219 S.NOTHERN ILLINOIS DR. CHANNAHON IL

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DESIGN . STAMPINGS . TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

| Customer Order No. | <u> </u> | Date | 9-2 | / 200 |
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DESIGN • STAMPINGS • TOOLING 24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

| Customer's Order No. | | | | | Date | 9-21 | ′ 20¢⊃ |
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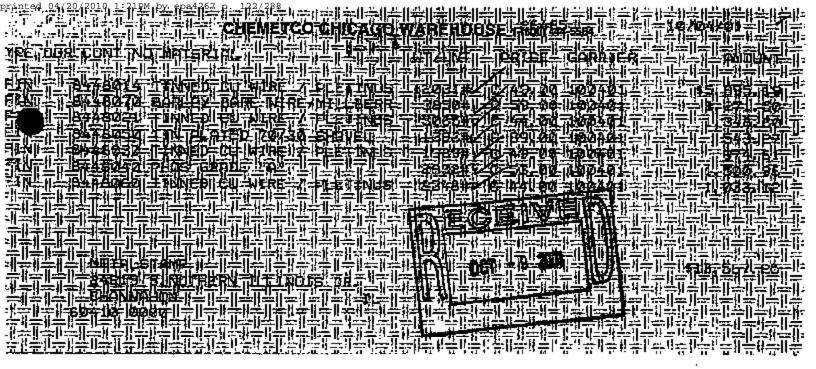


DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

| 1 2 7/N PLATED 5/D. 2 2259-71=22 | -8 2/8 #N | ESTRAL | JS D PREPARO COLLECT |
|--|---|--------------|-------------------------|
| Ship To Address SOLD BY CASH CHARGE COD, VIA G_{X} OUANTT: 1 G T_{IM} $PATED$ $5 ID$ 2 $3259 - 71 = 22$ | -8 218 #N | | <u>യയായാ</u> |
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| 11 1427-61=134 | | | |
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| 13 4518-257= 42 | | | |
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METALSTAMP 24219 S. NOTHERN ILLINOIS DR. CHANNAHON

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10/04/01

| PAY | CHEMETCO, INC. 1-CHICAGO WAREHOUSE | FIN 8448014 TI FIN 8448070 BA FIN 8448050 TI FIN 8448030 TI FIN 8448040 PH FIN 8448060 TI EHANNAHO 60410 0000 | TYPE QUR CONT NO MATERIAL |
|--------------------------------------|--|--|---------------------------|
| ***13,567.05 *** | CHEMETCO, INC. 1-200)444-5564 CHICAGO WAREHOUSE | 48014 TINNED CU WIRE / PLETINUS 48070 BARLEY BARE WIRE/MILLBERR 48021 TINNED CU WIRE / PLETINUS 48020 TIN PLATED 70/30 SHOVEL 48030 TINNED CU WIRE / PLETINUS 48040 PHOS GRADE "A" 48060 TINNED CU WIRE / PLETINUS 24219 S.NOTHERN ILLINDIS DR. CHANNAHON 1L 110 00000 | NO MATERIAL |
| В | Commerce Bank ^m | 12031# C 45.00 1 3850# C 53.00 1 3855# C 44.00 1 1393# C 39.00 1 2832# C 53.00 1 2348# C 44.00 1 | WT/UNT PRICE CA |
| MTE 10/04/01 DOLLARS * *13,567.25 | No. M 26465 | 200 100401 \$5,895.19 00 100401 2;271.50 00 100401 1,348.60 20 100401 1,500.96 20 100401 1,500.96 20 100401 1,033.12 | CARRIER AMOUNT |

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DESIGN • STAMPINGS • TOOLING 24219 NORTHERN ILLINOIS DR. . CHANNAHON, IL 60410 . 815-467-7800

| <u> </u> | | | |
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| Customer's Order No. | Date | | 3-01 20 01 |
| | CHEMETCO_ | | |
| Address ¿ | 6400 & LATIKOP HARVEY | IL G | 0426 |
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| Address | | | |
| SOLD BY | CABH CHARGE CO.D. WA GLT | | D PREPAID O COLLECT |
| Z GUARRIY | DESCRIPTION | PHIC: | A/40081 |
| 1 6 | TIN PLATED 210 | | |
| 2 | 2327-261= 2244#11 | | |
| в | 1838-257-1581 4N | | |
| 4 | 2096-267=1829 #N | | |
| 5 | 1868-259=1609 #N | | ! |
| ទ | 2298 - 259 = 2039 *x | | |
| 7 | 2974-69=2907#2 | 121 | |
| l a | 10 | 4 | |
| s / | MISC PLATED 194 | | |
| 10 | 3404 -267= 3137 W | | |
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| 12 / | TIN PLATED 260 | | |
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DESIGN • STAMPINGS • TOOLING

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| Customer's Order No. | | Date | 10-01 | 200/ |
|-------------------------|---------------------------|------------------|---------------|-----------|
| Sold To | HEMETCO | | | |
| Address / | 6400 S. LATHROP | MARKEY IL | 60424 | |
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| Ship To | | | | <u> </u> |
| Address | | | | |
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2008 PLAN

THE SENTRY PLAN POLICY

COMMERCIAL GENERAL LIABILITY DECLARATIONS

POLICY NUMBER 24-44067-01

Occurrence Coverage

<u>Limits of Insurance</u>

General Aggregate Limit (Other than Products-

Completed Operations)

#3,000,000

Products-Completed Operations Appregate Limit

#2,000,000

Personal and Advertising Injury Limit

\$1,000,000

Each Occurrence Limit

\$1,000.DDO

Damage To Premises Rented To You

\$150,000 Any Dne Premises \$10,000 Any One Person

Medical Expense Limit

Employee Benefits Liability Limit

\$1,000,000 Each Employee

<u>Deductible Schedule</u>

Any limitations on deductible application are stated on attached endorsements.

Coverage

Amount and Basis of Ded

Damage To Premises Rented To You Paragraph 8. of CG 70 21

\$5,000 Each Claim

Forms And Endorsements

The following forms and endorsements were included in the policy at the time of

me of issuance: CG 00 01 12 04 CG 21 47 07 98 CG 21 96 03 05 CG 80 33 12 04 CG 20 11 01 96 CG 21 87 01 07 CG 70 21 12 04 JL 01 62 04 06 CG 00 67 CG 21 67 CG 24 26 C6 02 00 07 05 C6 21 75 12 02 C6 70 13 09 86 03 05 12 04 07 04 88 08 12 04 21 07 0 D

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GENERAL LIABILITY DECLARATIONS (CONT)

POLICY NUMBER 24-44067-01

ADDITIONAL INSURED SCHEDULE

The following information is required to complete the additional insured endorsements which form a part of your COMMERCIAL SENERAL LIABILITY POLICY.

KB LEASING 24219 NORTHERN ILLINDIS DR CHANNAHON, IL 60410 (CERTIFICATE NUMBER 0001)

C6 20 11 01 96

FROM JANUARY 06, 2008 TO JANUARY 06, 2009

PREMISES

24219 NORTHERN ILLINOIS DR CHANNAHON, IL 60410

CG 89 01 11 85 (MECH)



COMMERCIAL SEMERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer top Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

INSURING AGREEMENT

- we will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section III ~ Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments-Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such

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a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or cleim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by an person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. EXCLUSIONS

This insurance does not apply to:

e. EXPECTED OR INTENDED INJURY

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. CONTRACTUAL LIABILITY

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for demages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage"

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occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deamed to be damages because of "bodily injury" or "property damage", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. LIQUOR LIABILITY

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. WORKERS' COMPENSATION AND SIMILAR LAWS

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. EMPLOYER'S LIABILITY

"Bodily injury" to:

- An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

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- (1) Whather the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. POLLUTION

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seapage, migration, release or escape of "pollutants":
 - (a) At or from any pramises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (1) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (1) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working

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directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bod1ly injury" or "property damage" arising out of heat, smoke or fumes from a "host1le fire".
- (a) At or from any premises, site or location on which eny insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for demages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM - CONTINUED

However, this paragraph does not apply to liebility for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. AIRCRAFT, AUTO DR WATERCRAFT

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. MOBILE EQUIPMENT

"Bodily injury" or "property damage" arising out of:

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- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. WAR

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

DAMAGE TO PROPERTY

"Property damage" to:

- Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented to You as described in Section III ~ Limits Of Insurance.

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Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. DAMAGE TO YOUR PRODUCT

"Property damage" to "your product" arising out of it or any part of it.

DAMAGE TO YOUR WORK

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

- m. DAMAGE TO IMPAIRED PROPERTY OR PROPERTY NOT PHYSICALLY INJURED

 "Property damage" to "impaired property" or property that has not been physically injured, arising out of:
 - A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
 - (2) A delay or failure by you or anyone ecting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

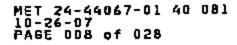
n. RECALL OF PRODUCTS, WORK OR INFAIRED PROPERTY

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- Naur product[™];
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

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COMMERCIAL GENERAL LIABILITY



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COMMERCIAL GENERAL LIABILITY COVERAGE FORM - CONTINUED

o. PERSONAL AND ADVERTISING INJURY

"Bodily injury" arising out of "personal and advertising injury".

p. ELECTRONIC DATA

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

- INSURING AGRÉENENT
 - a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section III Limits Of Insurance; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.
- 2. EXCLUSIONS

This insurance does not apply to:

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a. KNOWING VIOLATION OF RIGHTS OF ANOTHER

"personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. MATERIAL PUBLISHED WITH KNOWLEDGE OF FALSITY

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. MATERIAL PUBLISHED PRIOR TO POLICY PERIOD

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. CRIMINAL ACTS

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. CONTRACTUAL LIABILITY

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. BREACH OF CONTRACT

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. QUALITY OR PERFORMANCE OF GOODS - FAILURE TO CONFORM TO STATEMENTS

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. WRONG DESCRIPTION OF PRICES

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

1. INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRET

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

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However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

INSUREDS IN KEDIA AND INTERNET TYPE BUSINESSES

"Personal and advertising injury" committed by an insured whose business is:

- Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Intermet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. ELECTRONIC CHATROOMS OR BULLETIN BOARDS

"Personal and advertising injury" arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control.

UNAUTHORIZED USE OF ANOTHER'S NAME OR PRODUCT.

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. POŁLUTION

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. POLLUTION-RELATED

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detaxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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o. WAR

Personal and advertising injury', however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

COVERAGE C MEDICAL PAYMENTS

1, Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent, or
 - (3) Because of your operations; provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. EXCLUSIONS

We will not pay expenses for "bodily injury":

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a. ANY INSURED

To any insured, except "volunteer workers".

b. HIRED PERSON

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. INJURY ON NORMALLY OCCUPIED PREMISES

To a person injured on that part of premises you own or rent that the person normally occupies.

d. WORKERS COMPENSATION AND SIMILAR LAWS

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. ATRLETICS ACTIVITIES

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. PRODUCTS-COMPLETED OPERATIONS HAZARD

Included within the "products-completed operations hazard".

COVERAGE A EXCLUSIONS

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

- We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

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- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "sult";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:

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- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and recessary litigation expenses as Supplementary Payments ands when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION 11 - WHO IS AN INSURED

- If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sale owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- Each of the following is also an insured:
 - Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than

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either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the acope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-mamployee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- any person or organization having proper temporary custody of your property if you die, but only:
 - With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. Your legal representative 1f you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

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- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization) and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

- The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Demages under Coverage B.
- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" end "property damage" included in the "products-completed operations hazard".
- 4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
- 5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - Damages under Coverage A; and

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b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

- 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- 7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determing the limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

BANKRUPTCY

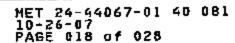
Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

- 2. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT
 - a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b. If a claim is made or "sult" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

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- Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- 3. LEGAL ACTION AGAINST US

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. DTHER INSURANCE

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. PRIMARY INSURANCE

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. EXCESS INSURANCE

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

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- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:



- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self~insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. METHOD DF SHARING

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable

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limit of insurance to the total applicable limits of insurance of all insurers.

5. PREMIUM AUDIT

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. REPRESENTATIONS

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- Those statements are based upon representations you made to us;
 and
- c. We have issued this policy in reliance upon your representations.

7. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.
- B. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If the Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. WHEN WE DO NOT RENEW

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

- "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

"Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 4, "Coverage territory" means:
 - The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the internet or similar electronic means of communication

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provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

- "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- "Executive officer" means a person holding any of the officer
 positions created by your charter, constitution, by-laws or any other
 similar governing document.
- "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
 - if such property can be restored to use by:
 - The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
- "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement.
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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Paragraph f. does not include that part of any contract or agreement:

- That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change order or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
- 10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- '11. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

- 12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - vehicles that travel on crawler treads;

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- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently abunted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Streat cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

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- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of meterial that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- 15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 16. "Products-completed operations hazard":
 - a. Includes all "bodily injury" and "property demage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than enother contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or

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operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 21. "Your product":
 - a. Means:

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- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.
- c. Boes not include vending machines or other property rented to or located for the use of others but not sold.

22, "Your work":

- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Neterials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or feilure to provide warnings or instructions.

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STOP GAP PUNITIVE DAMAGE EXCLUSION WAIVER

This endorsement modifies insurance provided under the Stop Gap Liability coverage extension.

Exclusion a. does not apply.

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POLICY NUMBER 24-44067-01

NAMED INSURED METALSTAMP INC

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The information required to complete this endorsement is shown in the Declarations.

WHO IS AN INSURED (SECTION II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

- Any "occurrence" which takes place after you cease to be a tenant in that premises.
- Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

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FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. EXCLUSIONS of SECTION I COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
 - 2. EXCLUSIONS

This insurance does not apply to:

FUNGI OR BACTERIA

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteris on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, datoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B. The following exclusion is added to Paragraph 2. EXCLUSIONS of SECTION I - COVERAGE B - PERSONAL AND ADVERTISING LIABILITY.
 - 2. EXCLUSIONS

This insurance does not apply to:

FUNGI OR BACTERIA

- "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

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FUNGI OR BACTERIA EXCLUSION - CONTINUED

C. The following definition is added to the DEFINITIONS Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

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CHANGES - POLLUTION LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

POLLUTION EXCLUSION AMENDMENT

The following is added to Subparagraph f. Pollution of Paragraph 2., EXCLUSIONS of BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERAGE (SECTION I - COVERAGES) and to Paragraph 2. EXCLUSIONS OF PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE (SECTION I - COVERAGES) or to any amendment to or replacement thereof:

This Pollution Exclusion applies whether or not:

- Such irritant or contaminant has any function in your business, operations, premises, site or location, or
- b. The "bodily injury", "property damage" or "personal and advertising injury" arises from environmental damage or pollution of the environment, and this exclusion applies to "bodily injury", "property damage" or "personal and advertising injury" resulting, for example and without limitation, from exposure to "pollutants" within a residential or commercial building.

2. POLLUTANTS REDEFINED

The definition of "pollutants" in SECTION V - DEFINITIONS is replaced by the following:

"Pollutants" means any solid, liquid, gaseous, bacterial, viral, or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, acids, alkalis, harmful or toxic chemicals, fuels, motor oil, petroleum products, cleaning solvents, dry cleaning fluids, brake fluid, transmission fluid, antifreeze, exhaust gases, lead, lead paint, carbon monoxide, sewage, waste and fumes, including but not limited to welding fumes, paint fumes, and glue fumes.

Waste includes, but is not limited to, material to be recycled, reconditioned or reclaimed.

A substance does not lose its character of being a "pollutant" by virtue of having a useful function.

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EXCLUSION - VIOLATION OF STATUTES THAT GOVERN E-MAJLS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., EXCLUSIONS of SECTION I COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
 - 2. EXCLUSIONS

This insurance does not apply to:

DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violetes or is alleged to violate:

- The Telephone Consumer Protection Act (TCPA), including any амелительной от addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAN Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.
- B. The following exclusion is added to Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY:
 - 2. EXCLUSIONS

This insurance does not apply to:

DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAN Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

CG 00 67 03 05



ILLINOIS CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART PRODUCT WITHDRAWAL COVERAGE PART

- A. CANCELLATION (Common Policy Conditions) is replaced by the following:
 - The first Named Insured shown in the Declarations may cancel this
 policy by mailing to us advance written notice of cancellation.
 - We may cancel this policy by mailing to you written notice stating the reason for cancellation. If we cancel:
 - a. For nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
 - b. For a reason other than nonpayment of premium, we will mail the notice at least:
 - (1) 30 days prior to the effective date of cancellation if the policy has been in effect for 60 days or less.
 - (2) 60 days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.
 - 3. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - The policy was obtained through a material misrepresentation;
 - c. Any insured has violated any of the terms and conditions of the policy;
 - The risk originally accepted has measurably increased;
 - e. Certification of the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or
 - f. A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.
 - Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 - 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be prorata. If the first Named Insured cancels, the refund will be less than pro rata. The cancellation will be effective even if we have not offered a refund.

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ILLINDIS CHANGES - CANCELLATION AND NONRENEWAL - CONTINUED

B. The following is added and supersedes any provision to the contrary: NONRENEWAL

If we decide not to renew or continue this policy, we will mail you and your agent or broker written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewel and you obtain other insurance, this policy will end on the effective date of that insurance.

C. MAILING OF NOTICES

We will mail cancellation and nonrenewal notices to you, and the agent or broker, at the last addresses known to us. Proof of mailing will be sufficient proof of notice.

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ENPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- 8. The following exclusion is added to Paragraph Z., EXCLUSIONS of SECTION 1 - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY:

This insurance does not apply to:

"Personal and advertising injury" to:

- A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or

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EMPLOYMENT-RELATED PRACTICES EXCLUSION - CONTINUED

- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that parson as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART RAILROAD PROTECTIVE LIABILITY COVERAGE PART UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising directly or indirectly, but of a "certified act of terrorism" or an "other act of terrorism". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

- The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
- Fifty or more persons sustain death or serious physical injury.
 For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death: or
 - b. Protracted and obvious physical disfigurement; or
 - Protracted loss of or impairment of the function of a bodily member or organ; or
- The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
- The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

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EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM - CONTINUED

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

- B. The following definitions are added:
 - 1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
 - 2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an ect of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "centified act of terrorism":
 - The act resulted in aggregate losses in excess of \$5 million;
 and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States. Government by coercion.
 - 3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002. Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- C. In the event of any incident of a "certified act of terrorism" or an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

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CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART RAILROAD PROTECTIVE LIABILITY COVERAGE PART UNDERGROUND STORAGE TANK POLICY

- A. APPLICABILITY OF THE PROVISIONS OF THIS ENDORSEMENT
 - 1. THE PROVISIONS OF THIS ENDORSEMENT BECOME APPLICABLE COMMENCING ON THE DATE WHEN ANY ONE DR MORE OF THE FOLLOWING FIRST OCCURS. BUT IF YOUR POLICY (MEANING THE POLICY PERIOD IN WHICH THIS ENDORSEMENT APPLIES) BEGINS AFTER SUCH DATE, THEN THE PROVISIONS OF THIS ENDORSEMENT BECOME APPLICABLE ON THE DATE YOUR POLICY BEGINS.
 - a. THE FEDERAL TERRORISM RISK INSURANCE PROGRAM ("PROGRAM"), ESTABLISHED BY THE TERRORISM RISK INSURANCE ACT, HAS TERMINATED WITH RESPECT TO THE TYPE OF INSURANCE PROVIDED UNDER THIS COVERAGE PART OR POLICY; OR
 - A RENEWAL, EXTENSION OR REPLACEMENT OF THE PROGRAM HAS BECOME EFFECTIVE WITHOUT A REQUIREMENT TO MAKE TERRORISM COVERAGE AVAILABLE TO YOU AND WITH REVISIONS THAT:
 - (1) INCREASE OUR STATUTORY PERCENTAGE DEDUCTIBLE UNDER THE PROGRAM FOR TERRORISM LOSSES. (THAT DEDUCTIBLE DETERMINES THE AMOUNT OF ALL CERTIFIED TERRORISM LOSSES WE MUST PAY IN A CALENDAR YEAR, BEFORE THE FEDERAL GOVERNMENT SHARES IN SUBSEQUENT PAYMENT OF CERTIFIED TERRORISM LOSSES.); OR
 - (2) DECREASE THE FEDERAL GOVERNMENT'S STATUTORY PERCENTAGE SHARE IN POTENTIAL TERRORISM LOSSES ABOVE SUCH DEDUCTIBLE; OR
 - (3) REDEFINE TERRORISM OR MAKE INSURANCE COVERAGE FOR TERRORISM SUBJECT TO PROVISIONS OR REQUIREMENTS THAT DIFFER FROM THOSE THAT APPLY TO OTHER TYPES OF EVENTS OR OCCURRENCES UNDER THIS POLICY.
 - IF THE PROVISIONS OF THIS ENDORSEMENT BECOME APPLICABLE, SUCH PROVISIONS:
 - a. SUPERSEDE ANY TERRORISM ENDORSEMENT ALREADY ENDORSED TO THIS POLICY THAT ADDRESSES "CERTIFIED ACTS OF TERRORISM" AND/OR "OTHER ACTS OF TERRORISM", BUT ONLY WITH RESPECT TO AN INCIDENT(S) OF TERRORISM (HOWEVER DEFINED) WHICH RESULTS IN INJURY OR DAMAGE THAT OCCURS ON DR AFTER THE DATE WHEN THE PROVISIONS OF THIS ENDORSEMENT BECOME APPLICABLE (FOR CLAIMS MADE POLICIES, SUCH AN ENDORSEMENT IS SUPERSEDED ONLY WITH RESPECT TO AN INCIDENT OF TERRORISM (HOWEVER DEFINED) THAT

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CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT) - CONTINUED

RESULTS IN A CLAIM FOR INJURY OR DAMAGE FIRST BEING MADE ON OR AFTER THE DATE WHEN THE PROVISIONS OF THIS ENDORSEMENT BECOME APPLICABLE); AND

- b. REMAIN APPLICABLE UNLESS WE NOTIFY YOU OF CHANGES IN THESE PROVISIONS, IN RESPONSE TO FEDERAL LAW.
- 3. IF THE PROVISIONS OF THIS ENDORSEMENT DO NOT BECOME APPLICABLE, ANY TERRORISM ENDORSEMENT ALREADY ENDORSED TO THIS POLICY, THAT ADDRESSES "CERTIFIED ACTS OF TERRORISM" AND/OR "OTHER ACTS OF TERRORISM", WILL CONTINUE IN EFFECT UNLESS WE NOTIFY YOU OF CHANGES TO THAT ENDORSEMENT IN RESPONSE TO FEDERAL LAW.
- B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:
 - l. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The affect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the aconomy; or
 - (2) It appears that the intent is to intimidate or cource a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
 - 2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.
- C. The fullowing exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury

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CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT) - CONTINUED

or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. BUT THIS EXCLUSION APPLIES DNLY WHEN ONE OR MORE OF THE FOLLOWING ARE ATTRIBUTED TO AN INCIDENT OF "TERRORISM":

- The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
- 5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
- Fifty or more persons sustain death or serious physical injury.
 For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - Protracted loss of or impairment of the function of a bodily member or organ,

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs C.5. or C.6. are exceeded.

With respect to this Exclusion, Paragraphs C.5. and C.6. describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part or Policy.

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CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT) - CONTINUED

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or demage" that is otherwise excluded under this Coverage Part or Policy.

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SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of SECTION I COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
 - 2. EXCLUSIONS

This insurance does not apply to:

SILICA OR SILICA-RELATED DUST

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- B. The following exclusion is added to Paragraph 2., Exclusions of SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY:
 - 2. EXCLUSIONS

This insurance does not apply to:

SILICA OR SILICA-RELATED DUST

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, but of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the DEFINITIONS Section:
 - "Silica" means silicon dioxíde (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

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SILICA OR SILICA-RELATED DUST EXCLUSION - CONTINUED

 "Silica-related dust" means a mixture or combination of silica and other dust or particles.

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AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 9. of the Definitions Section is replaced by the following:

- "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

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AMENDMENT OF INSURED CONTRACT DEFINITION - CONTINUED

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

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SPECIAL BROAD FORM GENERAL LIABILITY ENDORSEMENT

This endorsement modifies the insurance provided under the Commercial General Liability Coverage Part. With respect to coverage provided by this endorsement, the provisions of the Commercial General Liability Coverage Part apply unless modified by the endorsement.

- COVERAGE D. EMPLOYEE BENEFITS LIABILITY
 - A. The following is added to SECTION I COVERAGES:
 - INSURING AGREEMENT
 - we will pay those sums that the insured becomes legally obligated to pay as "damages" because of an occurrence to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any occurrence and settle any claim or "suit" that may result. But:
 - The amount we will pay for "damages" is limited as described in paragraph 5. h. of this endorsement; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage D.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies only to "damages" caused by an occurrence during the policy period. The occurrence must take place in the "coverage territory".
- c. With regard to Coverage D:
 - Occurrence means an error or omission in the "administration" of "employee benefits";
 - (2) Employee includes a person actively employed, formerly employed, on leave of absence, disabled or retired;
 - (3) Employee does not include a "leased worker" or "temporary worker"; and
 - (4) The definition of "suit" is amended to include a civil proceeding in which "damages" because of an occurrence to which this insurance applies are alleged.
- d. "Damages" sustained by any one employee, including "damages" sustained by such employee's dependents and

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SPECIAL BROAD FORM GENERAL LIABILITY ENDORSEMENT - CONTINUED

beneficiaries, as a result of a series of related errors or omissions shall be considered one occurrence.

2. EXCLUSIONS

This insurance does not apply to:

- a. "Bodily injury" or mental injury to any person, "property damage" or "personal and advertising injury".
- b. Liability assumed by the insured under any contract or agreement.
- c. Any claim for:
 - Failure of performance of a contract by any insurer or other fiduciary entrusted with monies intended to fund "employee benefits";
 - (2) Insufficiency of funds to meet any obligations under any "employee benefits";
 - (5) Inadequacy of performance of investments, errors in providing information on past performance of investment vehicles or advice given with respect to participation;
 - (4) Your failure to establish any "employee benefits" in compliance with the mandatory provisions of any law governing workers' compensation, unemployment insurance, social security or disability benefits or any similar state or federal law;
 - (5) Advice given to any person to participate or not to participate in any "employee benefits";
 - (6) Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law;
 - (7) "Damages" arising out of wrongful termination of employment, discrimination, or other employment-related practices.
- d. Liability based on:
 - Medical malpractice of any physician or surgeon;
 - (2) Dishonast, fraudulent, criminal or malicious acts or omissions committed by any insured;
 - (3) The Employee Retirement Income Security Act of 1974 or any amendment thereof; or
 - (4) Circumstances of which you were aware, or should have been aware, at the inception of this insurance.

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SPECIAL BROAD FORM GENERAL LIABILITY ENDORSEMENT - CONTINUED

- e. Liability arising directly or indirectly out of:
 - Any actual or alleged failure, malfunction or inadequacy of;
 - (a) Any of the following, whether belonging to any insured or to others:
 - (i) Computer hardware, including microprocessors;
 - (11) Computer application software;
 - (111) Computer operating systems and related software;
 - (iv) Computer networks;
 - (v) Microprocessors (computer chips) not part of any computer system; or
 - (vi) Any other computerized or electronic equipment or components; or
 - (b) Any other products, and any services, data or functions that directly use or rely upon, in any manner, any of the items listed in paragraph (1)(a) above

due to the inability to correctly recognize, process, distinguish, interpret or accept any calendar date or time of day.

- (2) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in paragraph (1) above.
- The Supplementary Payments provisions are extended to Coverage D.

B. DEDUCTIBLE

- Our obligation under Coverage D. to pay "damages" on behalf of the insured applies only to the amount of "damages" in excess of any Each Employee deductible amount shown in the Declarations.
- 2. The deductible amount applies to all "damages" sustained by any one employee, including such employee's dependents and beneficiaries, because of any one occurrence.

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SPECIAL BROAD FORM GENERAL LIABILITY ENDORSEMENT - CONTINUED

- 3. The terms of this insurance, including those with respect to:
 - Our right and duty to defend the insured against "suits" seeking those "damages"; and
 - b. Your duties in the event of an occurrence, claim or "suit"

apply regardless of the application of the deductible amount.

4. We may pay any part or all of the deductible amount to effect settlement of any claim or "sult" and, upon notification of the action taken, you should promptly reimburse us for such part of the deductible amount as has been paid by us.

C. COVERAGE D DEFINITIONS

- l. "Administration" means:
 - e. Providing information to employees, including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefits";
 - b. Interpreting "employee benefits";
 - Handling of records in connection with the "employee benefits"; or
 - d. Effecting, continuing or terminating any employee's participation in any benefit included in "employee benefits"

by you or a person or organization authorized by you to perform such acts.

However, "administration" does not include handling payroll deductions.

- 2. "Damages" means:
 - a. Those sums that the insured is legally obligated to pay as a result of negligent errors or omissions to which this insurance applies. For the purpose of this coverage, "damages" does not include punitive or exemplary damages, requests for restitution, requests for injunctive or declarative relief including associated requests for costs or fees or any other costs, fees or penalties that are not insurable by law; or
 - b. Other costs, fees or penalties required to be paid by order of enforcement of any federal, state or local statutes to the extent they are insurable by law.

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- 3. "Employee benefits" means:
 - a. Insurance programs for:
 - (1) Group Life;
 - (2) Group accident and health;
 - Dental, vision and hearing plans;
 - (4) Flexible spending accounts;
 - (5) Workers' compensation;
 - (6) Unemployment; and
 - (7) Social security and disability benefits.
 - b. Group Plans for:
 - (1) Profit Sharing;
 - (2) Pension;
 - (3) Employee stock subscription;
 - (4) Employee savings plans; and
 - (5) Employee stock ownership plans;
 - vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - d. Other similar employee benefits identified by separate endorsement.

The above plans must be provided by you and are applicable to you and your employees.

2. BROADENED SUPPLEMENTARY PAYMENTS

Under SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

- Paragraph 1.b. is amended to pay up to \$1,000 for cost of bail bonds; and
- Paragraph l.d. is amended to pay for loss of earnings up to \$300 a day because of time off from work.

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3. FELLOW EMPLOYEE BODILY INJURY

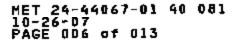
Paragraph 2.a, of SECTION II - WHO IS AN INSURED is replaced by the following:

- Each of the following is also an insured:
 - Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph (1)(a) above or
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above.
 - (2) "Bodily injury or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services.

But, this does not apply to "bodily injury" arising out of nurses, emergency medical technicians or paramedics providing or failing to provide professional health care services.

- (3) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

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you, any of your "amployaes", "valunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

4. WORLDWIDE COVERAGE TERRITORY

- a. Under SECTION V DEFINITIONS, paragraph 4. is replaced by the following:
 - "Coverage territory" means anywhere in the world.
- b. The following is added to SECTION IV CONDITIONS:

EXPANDED COVERAGE TERRITORY

(1) If a "suit" to which this insurance applies is brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada, we will have the right but not the duty to defend the insured against such "suit".

In any such case in which we elect not to defend, the insured will at our option and under our supervision:

- (a) Make or cause to be made such investigation and defense as are reasonably necessary; and
- (b) To the extent possible, affect such settlement or settlements as we shall deem proper.

We will reimburse the insured, under Supplementary Payments, for the reasonable cost of such investigation and defense and, within the limits of liability, for the amounts of such authorized settlement.

- (2) All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
- (3) Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.
- c. The following is added to Paragraph 4.b. under the Conditions section:
 - 4. OTHER INSURANCE
 - b. EXCESS INSURANCE

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This insurance is excess over:

- (3) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) If the insured's liability to pay damages is determined in a "suit" brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or
 - (b) That is coverage required by law, regulation or other governmental authority in a part of the "coverage territory" that is outside of the United States of America (including its territories and possessions), Puerto Rico or Canada.
- 5. GENERAL AGGREGATE LIMIT THREE TIMES EACH DCCURRENCE LIMIT SECTION III - LIMITS OF INSURANCE 15 replaced by the following:
 - a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought;
 - (3) Persons or organizations making claims or bringing "suits"; or
 - (4) Benefits included in your "amployee benefits".
 - b. The General Aggregate Limit, which is three times the Each Occurrence Limit, is the most we will pay for the sum of:
 - Medical expenses under Coverage C;
 - (2) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - (3) Damages under Coverage B; and
 - (4) "Damages" under Coverage D.
 - c. The Products Competed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

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- d. Subject to b. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
- e. Subject to b. or c. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - (1) Damages under Coverage A; and
 - (2) Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

- f. Subject to e. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with permission of the owner.
- g. Subject to e. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
- h. Subject to b. above, the Each Employee Limit is the most we will pay under Coverage D. for all "damages" sustained by any one employee, including "damages" sustained by such employee's dependents and beneficiaries, because of any one occurrence.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

ENGINE REBUILDING AND OVERHAUL OPERATIONS

If this insurance applies to "property damage" included within the "products-completed operations hazard", the following exception is added to exclusion 1. under Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply if "property damage" arises from "engine rebuilding or overhaul operations" conducted by you or on your behalf.

"Engine rebuilding or overhaul operations" means repair of internal combustion engines or component parts of such engines owned by others if the repair involves the complete disassembly and reassembly of the engine or component part of the engine.

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This insurance does not apply to "property damage" to engines or component parts of engines which are used in, or while in practice or preparation for, any prearranged racing, speed, demolition or stunting activity.

7. INCIDENTAL MEDICAL MALPRACTICE

- a. Under SECTION V DEFINITIONS, the definition of "bodily injury" is amended to include injury arising out of the rendering or failure to render medical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services.
- b. This insurance does not apply:
 - If you are engaged in the business or occupation of providing medical services; or
 - (2) To liability assumed in a contract or agreement.
- 8. DAMAGE TO PREMISES RENTED TO YOU
 - a. The final paragraph under Paragraph Z., EXCLUSIONS of SECTION I ~ COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

Exclusions c., d., e. and g. through n. do not apply to damage to premises while rented to you or temporarily occupied by you with parmission of the owner. A separate limit of insurance applies to this coverage as described in paragraph 5.f. of this endorsement.

This insurance does not apply to "property damage" (other than damage by fire) to premises rented to you for a period of 7 or fewer consecutive days.

b. Except for damage arising out of fire, explosion or water discharge, our obligation under this coverage to pay for premises "property damage" on your behalf applies only to the amount of damages in excess of a \$5,000 per claim deductible. The deductible applies to all damages sustained by any one person or organization because of premises "property damage".

The terms of this insurance, including those with respect to:

- (1) Our right and duty to defend the insured against any "suit" seaking damages to which this insurance applies; and
- (2) Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

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We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

9. EXTENDED MEDICAL PAYMENTS

SECTION I - COVERAGE C - MEDICAL PAYMENTS is extended to apply to medical expenses incurred and reported to us within three years of the date of the accident.

10. EXTENDED NON-OWNED WATERCRAFT

Paragraph (2)(a) of exclusion g. under Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY is amended, substituting 51 feet for 26 feet.

11. MEDICAL PAYMENTS - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition B. Transfer of Rights of Recovery Against Others To Us is amended by the addition of the following:

We waive the right of recovery we may have because of payments we make for "bodily injury" under SECTION 1 - COVERAGE C - MEDICAL PAYMENTS.

12. AIRCRAFT CHARTERED WITH A CREW

The following is added to exclusion g. under Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft chartered with a crew by or on behalf of the insured.

This insurance is excess over any other valid and collectible aircraft insurance available to the insured, whether such insurance is primary, excess, contingent or on any other basis.

13. EXTENDED PROPERTY DAMAGE

Exclusion a. under Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.
- 14. HOSTILE FIRE POLLUTION CLEAN UP

The following is added to Paragraph (2) of exclusion f. under Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LJABILITY:

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Subparagraphs (2)(a) and (b) do not apply to loss, cost or expense arising out of heat, smoke or fumes from a "hostile fire" covered under paragraph f. (l) above. A separate aggregate limit of \$25,000 is the most we will pay under this coverage for losses during the policy period.

The above provision does not apply if a Total Pullution Exclusion endorsement is a part of this Coverage Part.

15. NEWLY ACQUIRED DRGANIZATIONS

Paragraph 3.a. of SECTION II ~ WHO IS AN INSURED is amended, substituting 180th day for 90th day.

16. BROAD KNOWLEDGE OF OCCURRENCE, CLAIM DR SUIT

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 2. Duties In The Event of Occurrence, Offense, Claim or Suit is amended by the addition of the following:

Knowledge of an "occurrence", offense, claim or "suit" by an agent or "employee" of any insured or receipt of any demand, notice, summons or other legal paper in connection with a claim or "suit" by any agent or "employee" of any insured shall not in itself constitute knowledge of the named insured or receipt of the named insured, unless a partner, member, manager, "executive officer" or director shall have such knowledge or shall have received such demand, notice, summons or legal paper.

17. SOLD PREMISES PROPERTY DAMAGE

Exclusion j. (2) under Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY does not apply.

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added to Condition 6. Representations:

If in your representations to us you unintentionally failed to disclose all hazards and exposures subject to this insurance, we shall not deny any coverage under this policy because of such oversight.

19. STOP GAP LIABILITY

The following exception is added to exclusion e. under Paragraph 2., EXCLUSIONS of SECTION 1 - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to "bodily injury" to an employee of the insured arising out of and in the course of:

Employment by the insured; or

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b. Performing duties related to the conduct of the insured's business

provided such employee is reported and declared under the Workers Compensation Fund of the State(s) of North Dakota, Ohio, Washington, West Virginia or Wyoming, whichever is applicable as respects such injured employee.

As used herein, employee includes a "leased worker" or "temporary worker".

The insurance provided by this coverage extension does not apply to:

- Punitive or exemplary damage because of "bodily injury" to an employee employed in violation of law;
- b. "Bodily injury" to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers"; or
- c. Damages arising out of the discharge of, coercion of, or discrimination against any employee in violation of law.

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EXCLUSION - ASBESTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE A ~ BODILY INJURY AND PROPERTY DAMAGE LIABILITY and Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY:

This insurance does not apply to:

- "Bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by the actual, alleged or threatened:
 - a. Inhalation of, ingestion of or physical exposure to "asbestos";
 - b. Use of "asbestos" in construction or manufacture of any goods, products or structures;
 - Removal of "asbestos" from any goods, products or structures;
 - d. Manufacture, sale, transport, storage or disposal of "asbestos";
 or
 - e. Discharge, dispersal, seepage, migration, release or escape of "asbestos".
- Any loss, cost or expense arising out of any:
 - a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "asbestos"; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "asbestos".

As used herein, "asbestos" means not only the natural fibrous mineral forms of impure magnesium silicate, but also any material, good, product or structure of which it is a part.

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Olin MSDS No.:00003.0001

Revision No.: 9

Revision Date: 1/1/07

Supercedes: 1/1/06

PRODUCT AND COMPANY IDENTIFICATION

1-888-2891-911

Product Name:

BERYLLIUM COPPER ALLOY

Chamical Name:

Metal Alloy

Вукопуши:

Beryllium Coppers, UNS/COA Alloy Nos. C17000 - C17999

Chemical Family:

Metallic Alloy

Formula: Product Use:

Not applicable - mixture Metallurgical Products

COMPANY ADDRESS

MSDS Control Group

Olin Brass and

TECENICAL INFORMATION: EMERCIENCY TELEPHONE MINHER:

Winchester

618-258-3507

427 North Shamrock St. East Alton, IL 62024-

1197

www.olinbrass.com olinmsds@clin.com

COMPOSITION/INFORMATION ON INGREDIENTS

| CAS Number | Components | 9 By Weight | EINECS/ ELINCS | EU Clas | sification |
|------------------------|------------|-------------|----------------|---------------|--|
| 77.40 | | | <u> </u> | Symbol Symbol | R-Phrase |
| 7440-50-8 7440-41-7 | Copper | 98 - 100 | 231-159-6 | None | None |
| | Beryllium | 0.15 - 2.0 | 231-150-7 | T+ | R 49-25-26- 36/37/38-43- 48/23-51/53 |
| 7440-48-4 | Cobalt | 0.2 - 2.7 | 231-158-0 | Хn | R 42/43 |

OSHA REGULATORY STATUS:

In solid form, not hazardous. Dust or fume: carcinogen, irritant,

lung and respiratory system toxin, sensitizer

this material is not hazardous. solid form, and are hazardous materials.

HAZARDS IDENTIFICATION

WARNING!

exposure to dust or fumes can cause eye, skin and respiratory tract irritation. Exposure to dust OR FUMES CAN CAUSE RESPIRATORY SYSTEM DAMAGE. MAY CAUSE AN ALLERGIC SKIN AND/OR RESPIRATORY REACTION. CONTAINS A MATERIAL WHICH MAY CAUSE CANCER. USE ONLY WITH ADEQUATE VENTILATION, AVOID CONTACT WITH EYES, SKIN AND CLOTHING. WASH THOROUGHLY AFTER HANDLING.

HAZARD RATINGS (for dust or fume) Razardous Materials Identification

Degree of hazard (0 = low, 4 = extreme)

Health: 3*

flammability: 0

Physical Hazard:

None

National Fire Protection Association Mixture. Not rated. (NFPA)

HUMAN THRESHOLD RESPONSE DATA

Odor Threshold:

System (RMIS)

Irritat<u>ion Thr</u>eshold:

Unknown Unknown

(IDLR) Value(s):

Immediately Dangerous to Life or Health The IDLH for this product is not known. The IDLH for beryllium is 4 mg/m^3 . The IDLH for cobalt is 20 mg/m^3 . The IDLH for copper is 100 mg/m^2 .

> Cetter MS08: **#** 503 Location Used: RI,CT,PA,OH,IL,CA,PR,GA,MX,OLIN



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POTENTIAL HEALTH EFFECTS

ACUTE EFFECTS

Eye:

Dust or fume can cause irritation consisting of redness, swelling, and pain. May

cause conjunctivitis with repeated exposures.

Skin:

Material not expected to be absorbed through the skin. Contact with dust may

cause mild irritation consisting of redness and/or swelling.

Inhalation:

Harmful if inhaled. Inhalation of high concentrations of powder, dust, or fume may cause respiratory and masal irritation, coughing, and difficulty breathing. Inhalation of high concentrations of metallic copper dusts or fumes may cause masal irritation and/or nausea, vomiting and stomach pain. Inhalation of high concentrations of beryllium dust can cause a condition known as berylliosis which is a form of chemically induced pneumonia causing fever, chest pain, coughing, fatigue, bloody sputum, wheezing and difficulty breathing. These symptoms may be

delayed and not appear for up to 2 weeks after an acute high exposure.

Ingestion: CHRONIC EFFECTS:

Ingestion of large amounts of dust may cause nauses, diarrhes and or stomach pain. Prolonged or repeated inhalation of dust or fume may cause more severe irritation and possibly lung damage. Repeated exposure may cause an allergic skin reaction

consisting of itching, radness, swelling, and rash or urticaria (hives) in sensitized individuals. Prolonged or repeated inhalation of dust or fume may cause an allergic type of asthma reaction characterized by wheezing, coughing, and extreme breathing difficulty in sensitized individuals. Prolonged, repeated exposures to beryllium can cause a chronic lung disease characterized by coughing,

wheezing and reduced capacity of the lungs which can lead to heart failure. Ingestion of large amounts of cobalt may affect the heart, but this type of exposure is not anticipated under normal occupational conditions. Epidemiological studies in humans have shown an association between increased incidence of lung cancer and prolonged exposures to beryllium. Beryllium is classified as a known human carcinogen.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: Exposure to dust or fume may aggravate an existing dermatitis, asthma, emphysems, or other respiratory disease.

POTENTIAL ENVIRONMENTAL EFFECTS:

None known. Product has not been tested for environmental properties.

FIRST AID MEASURES

EYE CONTACT:

Immediately flush out fume and dust particles with large amounts of water for at least 15 minutes, occasionally lifting the upper and lower eyelids.

If eye irritation develops, call a physician at once.

SKIN CONTACT:

If exposed to duet or fumes, wash skin with planty of water. Remove contaminated clothing and shoes and launder before reuse. If skin

irritation or rash develops and parsists or recurs, get medical attention.

If symptoms of lung irritation occur (coughing, wheezing or breathing INHALATION:

difficulty), remove from exposure

area to fresh air immediately. If breathing has stopped, perform artificial respiration. Keep affected

person warm and at rest. Get medical attention.

INGESTICE:

Not a likely route of exposure for finished metal alloy. If dust is

ingested, immediately drink water to dilute. Consult a physician if symptoms

develop.

NOTE TO PHYSICIANS:

There is no specific antidote to the active ingredients in this product; use

symptomatic treatment.



FIRE FIGHTING MEASURES

PROPERTY | VALUE PROPERTY | VALUE Explosive | No Flammable | Combustible No. Pyrophoric No Not Flash Point (°C): Burning Rate of Material: | Not applicable applicable Lower Explosive, Not Autoignition Temp.: | Limit: applicable Not applicable Upper Explosive Not Planmability Classification: (defined by 29 Limit: applicable Not applicable CFR 1910.1200)

UNUSUAL FIRE AND EXPLOSION HAZARDS:

EXTINGUISHING MEDIA:

Dust may cause an ignitable and/or an explosive atmosphere. For localized powder fires, smother with dry sand, dry

dolomite, sodium chloride or soda ash. Use fireextinguishing media appropriate to fight surrounding fire.

SPECIAL FIREFIGHTING PROCEDURES: None required.

ACCIDENTAL RELEASE MEASURES

FOR ALL TRANSPORTATION ACCIDENTS, CALL CHARTEC AT 800-424-9300. In dust form, this product may be an explosion hazard. Remove all sources of ignition. Dust of fune may be suppressed by the use of a local exhaust system. Dispose of per quidelines under Section 13, WASTE DISPOSAL.

HANDLING AND STORAGE

HANDLING: STORAGE:

Avoid dispersion of dust in air.

No special requirements.

Shelf Life Limitations: None known.

Incompatible Haterials for None known. Packaging:

Incompatible Materials for Storage None known.

or Transport:

OTHER PRECAUTIONS:

Do not shake clothing, rags or other items to remove dust. Dust should be removed by washing or HEPA vacuuming.

EXPOSURE CONTROLS/PERSONAL PROTECTION

| CAS # | CHEMICAL NAME | ACGIH TZV | CSHA PEL | INTERNATIONAL CELS |
|-----------|------------------|--|---|--|
| 7440-50-8 | Copper | 0.2 mg/m³ (fume), 1 mg/m³ (dusts and mists) | 0.1mg/m ³ (fume) 1 mg/m ³ (dusts and mists) | Austria, Belgium, Canada: 0.2 mg/m ³ (fumes), 1 mg/m ³ (chists) Denmark: 1.0 mg/m ³ (dust and powder) Germany (MAK): 0.1 mg/m ³ (fume), 1 mg/m ³ (chists and mists) |
| 7440-49-4 | Cobalt | 0.02 mg/m ³ | C.1 mg/m² | Austria: Group A2 carcinogen, skin 4 respiratory aensitizer Canada (BC): 0.02 mg/m ³ , K3, Z, A Canada (Alberta & others): 0.05 mg/m ³ Denmark: 0.02 mg/m ³ Germany: MAK - 2 (Sah) |

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| CAS # | CHEMICAL NAME | ACGIH TLV | OSRA PEL | INTERNATIONAL CELS |
|-----------|------------------|---|--|--|
| 7440-41-7 | Beryllium | 0.002 mg/m³ (inhalable) Sensitizer STEL = 0.01 mg/m³ Confirmed human Carcinogen | 0.002 mg/m² Ceiling = 0.005 mg/m² 30 min. peak per 8 br. shift = 0.025 mg/m² | Germany, MAK - Category 2 Denmark, Finland, Iceland, Norway, Poland - 0.001 mg/m³, carcinogen Belgium, Canada, Czechoslovakia, France, Ireland, Japan, Portugal, Spain, Sweden, Switzerland, U.K 0.002 mg/m³, sensitizer, K1 carcinogen Greece - 0.005 mg/m³ |

ENGINEERING CONTROLS:

When welding, melting, casting, grinding, sanding, polishing, or otherwise abrading the surface of beryllium alloys in a manner which generates finely divided particles, an exposure to airborne beryllium in excess of the occupational standard may occur. Use with adequate ventilation to meet exposure limits listed. Operations generating airborne beryllium must be air sampled to determine exposure levels. Where exposure data indicate, medical surveillance should be conducted.

EYE / FACE PROTECTION: SKIN PROTECTION:

Use safety gleases.
Wear impervious (cut-resistant) gloves and other protective clothing (aprons, coveralls) as appropriate to prevent skin contact when using this product. If generating a dust, wash thoroughly after handling, especially before eating, drinking, or smoking. Contaminated work clothing and overgarments should

be managed in such a manner so as to prevent secondary

exposure to beryllium dust.

RESPIRATORY PROTECTION:

Respiratory protection not normally needed. If dusting occurs or fumes are generated above the PBL/TLV, use a NIOSH-approved

half-face or full-face respirator equipped with High Efficiency Particulate (HEPA) filter cartridges.

GENERAL HYGIENE CONSIDERATIONS:

Do not eat, drink, or smoke while using this product in dust

9. PHYSICAL AND CHEMICAL PROPERTIES

| PROPERTY | VALUE | PROPERTY | VALUE |
|-------------------------------|---|---|----------------|
| Molecular Weight: | | Vapor Density (air = 1); Boiling Point (*F): Melting point: | Not applicable |
| Physical State: pH: | Solid Not applicable Not applicable | | 8.4 g/cc |
| Solubility in Water (20 °C): | Negligible | Temperature: Evaporation Rate: | Not Applicable |
| Volatiles, Percent by volume: | Not applicable | Octanol/water partition coefficient: | Unknown |

STABILITY AND REACTIVITY

STABILITY:

PRODUCTS:

CONDITIONS TO AVOID:

Stable under normal temperatures and pressure.

Not affected by mechanical impact or shock or by electrical

discharge.

MATERIALS TO AVOID: Acetylene, chlorine HAMARDOUS DECOMPOSITION When heated to decomposition

When heated to decomposition, may produce metal oxides and funes.

Inhalation

of high concentrations of metal fumes may cause a condition known as "metal fume fever" which is characterized by flu-like symptoms.

MS 000137



HAZARDOUS POLYMERIZATION:

Will not occur.

11. TOXICOLOGICAL INFORMATION

POTENTIAL EXPOSURE ROUTES: For dust: ingestion, inhalation, and eye contact. For fume: inhalation and eye contact. The finished alloy metal is not hazardous.

ACUTE ANIMAL TOXICITY DATA:

| For Product | : (dust or fume): | For Components | | | | |
|--------------------------------|--|---------------------------------------|---|---|--|--|
| | | Copper | Cobalt | Beryllium | | |
| Oral LD ₅₀ | Believed to be moderately toxic | 3.5 mg/kg (mouse, intraperitoneal) | 6.171 g/kg (rat) | 18 - 200 mg/kg (rat, various beryllium compounds) | | |
| Dermal LD _{sq} | Believed to be > 2 g/kg | 375 mg/kg (rabbit, subcutaneous) | No data | No data | | |
| Inhalation LC ₅₀ | Believed to be slightly to moderately toxic | No data | 165 mg/m³ (30- min., rat, cobalt oxides) | > 0.8 mg/m² (50 min, rat) | | |
| Irritation | Believed to be an eye and respiratory irritant | Respiratory irritant | Respiratory irritant, skin and respiratory sensitizer | Irritant, skin sensitizer | | |

SUBCHRONIC/ CHRONIC TOXICITY:

CARCINOGENICITY:

MUTAGENICITY:

REPRODUCTIVE, TERATOGENICITY, OR DEVELOPMENTAL EFFECTS:

NEUROLOGICAL REFECTS:

INTERACTIONS WITH OTHER CHEMICALS
WHICH EMBANCE TOXICITY:

No information for product. Acute and chronic exposure to baryllium via inhalation has caused lung damage in laboratory animals.

IARC lists cobalt and cobalt compounds as possibly carcinogenic to humans, Group 2B. Chronic exposure to baryllium has produced lung cancer in several species of laboratory animals. Beryllium is listed as a known human carcinogen by IARC (Group 1), OSHA, NTP, and EFA. This product is not known or reported to be mutagenic. Beryllium has shown evidence of mutation in in vitro bacterial and mammalian systems.

This product is not known or reported to cause reproductive or developmental effects. Laboratory studies in animals have shown that beryllium can cross the placents and cause fetal toxicity.

This product is not known or reported to cause neurological effects.

None known or reported.

12. ECOLOGICAL INFORMATION

ECOTOXICITY: No data is available on this product. Individual constituents are as follows:

Copper:

The toxicity of copper to aquatic organisms varies significantly not only with the species, but also with the physical and chemical characteristics of the water, such as its temperature, hardness, turbidity and carbon dioxide content. Copper concentrations varying from 0.1 to 1.0 mg/l have been found by various investigators to be not toxic for most fish. However, concentrations of 0.015 to 3.0 mg/l have been reported as toxic, particularly in soft water to many kinds of fish, crustaceans, mollusks, insects, and plankton.

MOBILITY:

No data



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PERSISTANCE/DEGRADABILITY: No data BIOACCOMULATION: No data

13. DISPOSAL CONSIDERATIONS

If this product becomes a waste, it DOES NOT meet the criteria of a hazardous waste as defined under 40 CFR 261, in that it does not exhibit the characteristics of hazardous waste of Subpart C, nor is it listed as a hazardous waste under Subpart D. Care must be taken to prevent environmental contamination from the use of this material. The user of this material has the responsibility to dispose of unused material, residues and containers in compliance with all relevant local, state and federal laws and regulations regarding treatment, storage and disposal for hazardous and non-hazardous wastes. This product may be a candidate for metal reclamation.

14. TRANSPORT INFORMATION

| | U.S. DOT | RID/ADR | IMDG | IATA | IMO | Canada TDG |
|-----------------------|----------|---------|---------|--------|-----|---------------|
| PROPER SRIPPING HAME: | | | Not rec | mlated | | |
| HAZARD CLASS: | 1 | | | , | | |
| UN NO. 2 | 1 | | | | | |
| PACKING GROUP: | i | | | | | |
| LABEL: | 1 | | | | | |
| REPORTABLE QUANTITY: | 1 | | | | | |
| | | | | | | |

15. REGULATORY INFORMATION

US FEDERAL

| TSCA | inventory. | | | | Substance Control Act | | |
|---------------------------|--|---|---------------|---------------------|---------------------------------------|--|--|
| CERCLA: | Copper, R.Q. = 500 if diameter of th (0.004 inches). | Copper, R.Q. = 5000 lbs., Beryllium, R.Q. = 10 lbs. (No reporting is required if diameter of the pieces of metal is equal to or exceeds 100 micrometers (0.004 inches). | | | | | |
| SARA 313: | Copper, Cobalt, | Beryllium | | | · · · · · · · · · · · · · · · · · · · | | |
| SARA 313 Hazazd Class: | Health: For dust or fune only | Acute - Yes, Chronic - Yes | Fire: None | Reactivity: None | Release of Pressure: None | | |
| SARA 302 EHS List: | None of the compo | nents of this | product a | ra listed, | | | |

RG = Reportable Quantity

STATE RIGHT-TO-RNOW STATUS

| Component | *CA Prop. 65 | New Jersey | Pennsylvania | Massachusett | Michigan |
|-----------|--------------|------------|--------------|--------------|----------|
| | | | | | |
| Copper | Not listed | X | X | X | Х |
| Cobalt | X | Х | X | Х | X |
| Beryllium | X | Y | X | X | Х |

^{* &}quot;WARRING: This product contains detectable amounts of a chemical(s) known to the State of California to cause cancer and/or birth defects or other reproductive harm."

EUROPEAN REGULATIONS

Because this material contains beryllium at > 0.10 this material is classified as: T+. Very Toxic. However, this material in its massive solid form is not required to be labeled under EC regulations.

German WGK Classification: Unknown

CANADIAN REGULATIONS

printed 04/20/2010 1:21PM by epa4267 p. 197/288



MSDS #00003.0001

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DSL LIST:

The components of this product are on the DSL or are exempt from reporting under the

New Substances Notification Regulations.

IDL:

Cobalt, Copper, Beryllium

WHMIS:

This product is considered to be a manufactured article and therefore not subject to

WHMIS requirements.

OTHER INFORMATION

PREPARED BY: Olin Brass and Winchester, Inc.

NOTICE: THE INFORMATION IN THIS MSDS SHOULD BE PROVIDED TO ALL WHO WILL USE, HANDLE, STORE, TRANSPORT, OR OTHERWISE BE EXPOSED TO THIS PRODUCT. THIS INFORMATION HAS BEEN PREPARED FOR THE GUIDANCE OF PLANT ENGINEERING, OPERATIONS AND NAMAGEMENT AND FOR PERSONS WORKING WITH OR HANDLING THIS PRODUCT. OLIN BELIEVES THIS INFORMATION TO BE RELIABLE AND CURRENT AS OF THE DATE OF PUBLICATION, BUT MAKES NO WARRANTY THAT IT IS.



Olin MSDS No.: 00001.0001

Revision No.: 11

Revision Date: 1/1/06

Supercedes: 7/1/05

1. PRODUCT AND COMPANY IDENTIFICATION

110 copped ALLEY

Product Name:

COPPER ALLOY

Chemical Name: буполува :

Mixture - Metal Alloy Copper, UNS/CDA Alloy Nos. C10000-C15599 (except 15815)

Chemical Family:

Copper

Formula: Product Use: Not applicable - mixture Metallurgical Products

COMPANY ADDRESS

MSDS Control Group

TECHNICAL

EMERGENCY TELEPHONE NUMBER:

1-898-2891-911

Olin Brass and Winchester

INFORMATION:

618-258-3507

427 North Shamrock St. East Alton, IL 62024-

1197

www.olinbrass.com <u>olinmsda@olin.com</u>

COMPOSITION/INFORMATION ON INCREDIENTS

| CAS Number | Components | * By Waight | EINECS/ ELINCS | EU Classification | | |
|------------|------------|-------------|----------------|-------------------|----------|--|
| 2440 40 4 | <u></u> | | | Symbol | R-Phrase | |
| 7440-50-8 | Copper | 99.75 - 100 | 231-159-6 | None | None | |

OSHA REGULATORY STATUS: In solid form, not hazardous. Dust or fume: irritant

In solid form, this material is not hazardous. Dust and fumes are hazardous materials.

HAZARDS IDEMPIFICATION

WARNING!

EXPOSURE TO DUST OR FUMES CAN CAUSE BYE AND RESPIRATORY TRACT IRRITATION. USE ONLY WITH ADEQUATE VENTILATION. AVOID CONTACT WITH EYES, SKIN AND CLOTHING. WASH THOROUGHLY AFTER HANDLING.

HAZARD RATINGS (for dust or fume) Hazardous Materials Identification

Health: 1

Degree of hazard (0 = low, 4 = extreme) Flammability: 0

Physical Hazard:

Моле

National Fire Protection Association Mixture. Not rated. (NFPA)

HUMAN THRESHOLD RESPONSE DATA

Odor Threshold:

System (HMIS)

Unknown

Irritation Threshold:

Unknown

(IDLH) Value(s):

Immediately Dangerous to Life or Realth The IDLN for this product is not known. The IDLN

for copper is 100 mg/m2.

Oster MSDS # 502 Location Used all 9



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POTENTIAL HEALTH EFFECTS

ACUTE EFFECTS

Bye: Dust or fume can cause irritation consisting of redness, swelling, and pain, May

cause conjunctivitis with repeated exposures.

Material not expected to be absorbed through the skin. Contact with dust may cause Skin:

mild irritation consisting of redness and/or swelling.

Inhalation of high concentrations of powder, dust, or fume may cause respiratory and Inhalation:

nasal irritation, coughing, and difficulty breathing. Inhalation of high concentrations of metallic copper dusts or fixes may cause masal irritation and/or

nausea, vomiting and stomach pain.

Ingestion of large amounts of dust may cause nauses, diarrhea and or stomach pain. Ingestion:

CHRONIC Prolonged or repeated skin contact with dust may cause more severe irritation or dermatitis. Prolonged or repeated inhalation of dust or fume may cause more severe EFFECTS:

izzitation and possibly lung damage.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: Exposure to dust or fume may aggravate an existing dermatitis, asthma, emphysema, or other respiratory disease.

POTENTIAL ENVIRONMENTAL EFFECTS: None known. Product has not been tested for environmental properties.

FIRST AID MEASURES

Immediately flush out fume and dust particles with large amounts of water EYE CONTACT:

for at least 15 minutes, occasionally lifting the upper and lower eyelids.

If eye irritation develops, call a physician at once,

If exposed to dust or fumes, wash skin with plenty of water. Remove SKIN CONTACT:

contaminated clothing and shoas and launder before rause. If akin

irritation or rash develops and persists or recurs, get medical attention. INHALATION:

If symptoms of lung irritation occur (coughing, wheezing or breathing

difficulty), remove from exposure area to fresh mir immediately. If

breathing has stopped, perform artificial respiration. Keep affected person

warm and at rest. Get medical attention.

INGESTION: Not a likely route of exposure for finished metal alloy. If dust is

ingested, immediately drink water to dilute. Consult a physician if symptoms

develop.

NOTE TO PHYSICIAMS: There is no specific antidote to the active ingradients in this product; use

symptomatic treatment.

FIRE FIGHTING MEASURES

| PROPERTY | AYTGE | PROPERTY | WILDE |
|---------------------------|-------------------|--|----------------|
| Explosive | No | Flammable | No |
| _Combustible | No | Pyrophoric | No |
| Flash Point (*C): | Not applicable | Burning Rate of Material: | Not applicable |
| Lower Explosive Limit: | Not applicable | Autoignition Temp.: | Not applicable |
| Upper Explosive Limit: | Not applicable | Flammability Classification: (defined by 29 CFR 1910.1200) | Not applicable |

None required.

UNUSUAL FIRE AND EXPLOSION HAZARDS:

EXTINGUISHING MEDIA:

Dust may cause an ignitable and/or an explosive atmosphere. For localized powder fires, amother with dry sand, dry dolomite, sodium chloride or soda ash. Use fireextinguishing media appropriate to fight surrounding fire.

SPECIAL PIREFIGHTING PROCEDURES:

ACCIDENTAL RELEASE MEASURES



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FOR ALL TRANSPORTATION ACCIDENTS, CALL CHEMITEC AT 800-424-9300. In dust form, this product may be an explosion hazard. Remove all sources of ignition. Dust of Fune may be suppressed by the use of a local exhaust system. Dispose of per guidelines under Section 13, WASTE DISPOSAL.

HANDLING AND STORAGE

HANDLING:

Avoid dispersion of dust in air.

STORAGE: Shelf Life Limitations:

No special requirements.

None known

Incompatible Materials for None known Packaging:

Incompatible Materials for Storage or Transport:

None known.

OTHER PRECAUTIONS:

Do not shake clothing, rags or other items to remove dust. Dust should be removed by washing or HEPA vacuuming.

EXPOSURE CONTROLS/PERSONAL PROTECTION

| CAS # | CHEMICAL NAME | ACGIH TLV | OSHA PEL | INTERNATIONAL CELS |
|-----------|---------------|--|-------------------------|--|
| 7440-50-8 | Copper | 0.2 mg/m ³ fume), 1 mg/m ³ (dusts and mists | (fume) 1 mg/m (dusta | Austria, Belgium, Canada: 0.2 mg/m ³ (fumes), 1 mg/m ³ (dusts) Denmark: 1.0 mg/m ³ (dust and powder) Gezmany (MAK): 0.1 mg/m ³ (fume), 1 mg/m ³ (dusts and mists) |

ENGINEERING CONTROLS:

Local exhaust ventilation is recommended if significant dusting

occurs or fumes are generated. Otherwise, use general exhaust

ventilation.

EYE / PACE PROTECTION:

SKIN PROTECTION:

Use safety glasses.

Wear impervious (cut-resistant) gloves and other protective clothing (aprons, coveralls) as appropriate to prevent skin contact when using this product. If generating a dust, wash thoroughly after handling, especially before eating, drinking,

or smoking.

RESPIRATORY PROTECTION:

Respiratory protection not normally needed. If dusting occurs or fumes are generated above the PEL/TLV, use a NIOSH-approved half-face or full-face respirator equipped with High Efficiency

Particulate (HEPA) filter cartridges.

GENERAL HYGIENE CONSIDERATIONS:

Do not eat, drink, or smoke while using this product in dust

form.

PHYSICAL AND CHEMICAL PROPERTIES

| PROPERTY | VALUE | PROPERTY | VALUE |
|---------------------------------|-----------------------------|--------------------------------------|---|
| Appearance: | Red metallic | Vapor Density (air = 1): | Not applicable |
| Odor: | None | Boiling Point (°F): | No data |
| Molecular Weight: | Not applicable - Mixture | Melting point: | L:108G-1090°C (1976- 1995°F) S:965-1085°C (1769- 1985°F) |
| Physical State: | Solid | Specific gravity (g/cc): | |
| рн: | Not applicable | Bulk Density | 8.94 g/cc |
| Vapor Pressure (wm Hg): | | Viscosity (cps): | |
| | Not applicable | Decomposition Temperature: | |
| Solubility in Water (20 °C): | Negligible | Evaporation Rate: | Not Applicable |
| Volatiles, Percent by volume: | Not applicable | Octanol/water partition coefficient: | Unknown |

STABILITY AND REACTIVITY

STABILITY:

Stable under normal temperatures and pressure



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CONDITIONS TO AVOID:

Not affected by mechanical impact or shock or by electrical discharge.

MATERIALS TO AVOID:

Acetylene, chlorine

HAZARDOUS DECOMPOSITION PRODUCTS:

When heated to decomposition, may produce matal oxides and fumes. Inhalation of high concentrations of metal fumes may cause a condition known as "metal fume fever" which is

characterized by flu-like symptoms.

Will not occur.

HAZARDOUS POLYMERISATION:

TOXICOLOGICAL INFORMATION

POTENTIAL EXPOSURE ROUTES: For dust: ingestion, inhalation, and eye contact. For fume: inhalation and eye contact. The finished alloy metal is not hazardous.

ACUTE ANIMAL TOXICITY DATA:

| For Product: The toxicolog | gical properties of this product have | For Components | | | |
|--------------------------------|---|-------------------------------------|-----------------|--|--|
| not been tho | roughly investigated. | Copper | Boron | | |
| Oral LO _{SQ} | Believed to be > 5 q/kg | 3.5 mg/kg (mouse, intraperitoneal) | 650 mg/kg (rat) | | |
| Dermal LD ₅₀ | Believed to be > 2 g/kg | 375 mg/kg (rabbit, subcutaneous) | No data | | |
| Inhalation LC ₅₀ | Believed to be alightly to moderately toxic | No data | No data | | |
| Irritation | Eye and respiratory irritant, sensitizer | Respiratory irritant | No data | | |

SUBCHRONIC/ CHRONIC TOXICITY:

CARCINOGENICITY:

HUTAGENICITY;

REPRODUCTIVE, TERATOGENICITY, OR

DEVELOPMENTAL EFFECTS:

NEUROLOGICAL EFFECTS:

INTERACTIONS WITH OTHER CHEMICALS WHICH ENHANCE TOXICITY:

No information for product.

This product is not known or reported to be carcinogenic by

IARC, NTP, OSHA, or BPA.

This product is not known or reported to be mutaganic. This product is not known or reported to cause reproductive or developmental effects. Boron in the form of boric acid has caused testicular damage and reproductive effects in

laboratory animals.

This product is not known or reported to cause neurological

effects.

None known or reported.

12. ECOLOGICAL INFORMATION

ECOPOXICITY: No data is available on this product. Individual constituents are as follows:

Copper:

The toxicity of copper to aquatic organisms varies significantly not only with the species, but also with the physical and chemical characteristics of the water, such as its temperature, hardness, turbidity and carbon dickide content. Copper concentrations varying from 0.1 to 1.0 mg/l have been found by various investigators to be not toxic for most fish. However, concentrations of 0.015 to 3.0 mg/1 have been reported as toxic, particularly in soft water to many kinds of fish, crustaceans, mollusks, insects, and plankton.

MOBILITY:

No data

PERSISTANCE/DEGRADABILITY: No data BIOACCUMULATION:

No data

13. DISPOSAL CONSIDERATIONS

If this product becomes a waste, it DOES NOT meet the criteria of a hazardous waste as defined under 40 CFR 261, in that it does not exhibit the characteristics of hazardous waste of Subpart C. nor is it listed as a hazardous waste under Subpart D. Care must be taken to prevent environmental



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contamination from the use of this material. The user of this material has the responsibility to dispose of unused material, residues and containers in compliance with all relevant local, state and federal laws and regulations regarding treatment, storage and disposal for hazardous and nonhazardous wastes. This product may be a candidate for metal reclamation.

14. TRANSPORT INFORMATION

| PROPER SHIPPING NAME: | U.8. | DOT | Т. | RID/ADR | 1. | IMDG | ! | LATA | INO | Canada TDG |
|--------------------------|------|-----|----|---------|----|------|-------|------|---------|------------|
| HAZARD CLASS: | | | | | | Not | regul | ated | | |
| UN NO.: | | | | | | | | | | |
| PACKING GROUP: LABEL: | | | | | | | | | | |
| REPORTABLE QUANTITY: | | | | | | | | | | |
| | | | | | | | | | | |

15. REGULATORY INFORMATION

US FEDERAL

| TSCA | The components of inventory. | this product | are lis | ad on the Toxic | Substance Control Act | | | | | |
|---------------------------|---|--|---------------|---------------------|------------------------------|--|--|--|--|--|
| CERCLA: | Copper, R.O. = 500 of metal is equal | Copper, R.O. = 5000 lbs. (No reporting is required if diameter of the pieces of metal is equal to or exceeds 100 micrometers (0.004 inches). | | | | | | | | |
| SARA 313: | Copper | Copper | | | | | | | | |
| SARA 313 Hazard Clase: | Health: For dust or fume only | Acute - Yes, Chronic - No | Fire: None | Reactivity: None | Release of Pressure: None | | | | | |
| SARA 302 EHS List: | None of the compo | ments of this | product | are listed | · | | | | | |

STATE RIGHT-TO-KNOW STATUS

| Component | *CA Prop. 65 | New Jersey | Penngylvania | Massachusetts | Michigan |
|-----------|--------------|------------|--------------|---------------|----------|
| Copper | Fot listed | Х | х | x | X |

EUROPEAN REGULATIONS

This material in its massive solid form is not required to be labeled under EC regulations.

German WGK Clessification: Not classified

CANADIAN REGULATIONS

DSL LIST:

The components of this product are on the DSL or are exempt from reporting under the

New Substances Notification Regulations.

IDL:

Copper

WHMIS:

This product is considered to be a manufactured article and therefore not subject to WHMIS requirements.

15. OTHER INFORMATION

REVISIONS: Update to composition 1/1/04 PREPARED BY: Olin Brass and Winchester, Inc.

NOTICE: THE INFORMATION IN THIS MSDS SHOULD BE PROVIDED TO ALL WHO WILL USB, HANDLE, STORE, TRANSPORT, OR OTHERWISE BE EXPOSED TO THIS PRODUCT. THIS INFORMATION HAS BEEN PREPARED FOR THE GUIDANCE OF FLANT ENGINEERING, OPERATIONS AND MANAGEMENT AND FOR PERSONS WORKING WITH OR HANDLING THIS PRODUCT. OLIN RELIEVES THIS INFORMATION TO BE RELIABLE AND CURRENT AS OF THE DATE OF PUBLICATION, BUT MAKES NO WARRANTY THAT IT IS.

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EMERGENCY PHONE: 1-888-2891-911

THIS MATERIAL SAFETY DATA SHEET (MSDS) KIT HAS BEEN PREPARED IN COMPLIANCE WITH THE FIDERAL OSHA HAZARD COMMUNICATION STANDARD. 29 CFR 1910.1240.

PRODUCT NAME: TIN COATED BRASS

(OLIN MSDS No: 01375.0001)

This product consists of a base metal alloy coated with another metal. Attached are Material Safety Data Sheets (MSDS) for the following metal products:

Base Metal - >99% - Brass Coating - <1% - Tin Alloy

THE INFORMATION IN THE EBCLOSED MSOSS SHOULD BE PROVIDED TO ALL MED WILL USE, MANDLE, STORE, TRANSPORT, OR OTHERWISE BE EXPOSED TO THIS PRODUCT. THIS IMPORMATION HAS BEEN PREFARED FOR THE GUIDABCE OF PLANT ENGINEERING, OPERATIONS AND MARKAGEMENT AND FOR PERSONS WORKING WITH OR HANDLING THIS PRODUCT. OLIN BELIEVES THIS INFORMATIONTO BE RELIABLE AND UPTO DATE AS OF THE DATE OF PUBLICATION, BUT MAKES NO WARRANTY THAT IT IS. ADDITIONALLY, IF AN MSDS IS MORE THAN THREE YEARS OLD, YOU SHOULD CONTACT OLIN AT THE PHONE NUMBER BELOW TO MAKE CERTAIN THAT THE MSDS IS CURRENT.

MSDS Control Group
Olin Breas and Winchester, Inc.
427 North Shamrock Street
East Alton, IL 62024-1197
Phone Number: (618) 258-3507
Www.olinbrass.com
olinmsds@corp.olin.com



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Olin MSDS No.:00005.0001

Revision No.: 10

Revision Date: 1/9/08

Supercedes: 1/1/07

PRODUCT AND COMPANY IDENTIFICATION

Product Name:

BRASS ALLOY

Chemical Name:

Metal Alloy Copper-Zinc Alloys, UNS/CDA Alloy Nos. C20000 - C29999

Synonyma: Chemical Family:

Copper-Zinc

Formula:

Not applicable - mixture

Product Use:

Metallurgical Products

COMPANY ADDRESS

MSDS Control Group

TECHNICAL

EMERGENCY TELEPHONE NUMBER:

1-888-2891-911

Olin Brass and

Winchester

INFORMATION:

61B-258-3507

427 North Shamrock St. East Alton, IL 62024-

1197

www.olimbrass.com olinmada@olin.com

COMPOSITION/INFORMATION ON INGREDIENTS

| CAS Number | Components | 1 By Weight | EINECS/ ELINCS | EU Classification | |
|------------|------------|-------------|----------------|-------------------|----------|
| | | | | Symbol | R-Phrase |
| 7440-50-8 | Copper | 59 - 96 | 231-159-6 | None | None |
| 7440-66-6 | 3inc | 4 - 41 | 231-096-4 | None | None |
| 7439-92-1 | Lead | 0.03 - 0.3 | 231-104-6 | None | Pone |

OSHA REGULATORY STATUS:

In solid form, not hazardous. Dust or fume: carcinogen, irritant, lung, blood, kidney, reproductive and developmental toxin, neurotoxin

In solid form, this material is not hazardous. Dust and fumes are hazardous materials.

RAZARDS IDENTIFICATION

WARNING!

EXPOSURE TO DUST OR FUMES CAN CAUSE EYE, SKIN AND RESPIRATORY TRACT IRRITATION. CONTAINS A MATERIAL WHICH MAY CAUSE BLOOD, KIDNEY, REPRODUCTIVE AND NEUROLOGICAL EFFECTS. USE ONLY WITH ADEQUATE VENTILATION. AVOID CONTACT WITH EYES, MATERIAL WHICE MAY CAUSE CANCER. SKIN AND CLOTHING. WASH THOROUGHLY AFTER HANDLING.

HAZARD RATINGS (for dust or fume)

Degree of hazard (0 - low, 4 = axtreme) Flammability: 0

Hazardous Materials Identification System (HMIS)

Health: 2*

Physical Hazard: None

National Fire Protection Association Mixture. Not rated.

(NEPA)

HUMAN THRESHOLD RESPONSE DATA

Odor Threshold:

Unknown

Irritation Threshold:

Onknown

Immediately Dangerous to Life or Health (IDLH) Value(s):

The IDLH for this product is not known. for copper and lead is 100 mg/m³.

POTENTIAL HEALTH EFFECTS



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ACUTE BFFECTS

Eye:

Dust or fume can cause irritation consisting of redness, swelling, and pain. May

cause conjunctivitis with repeated exposures.

Skin: Material not expected to be absorbed through the skin. Contact with dust may

cause mild irritation consisting of rechess and/or swelling.

Inhalation:

Harmful if inhaled. Inhalation of high concentrations of powder, dust, or fume may cause severe respiratory and nasal irritation, coughing, and difficulty breathing. Inhalation of high concentrations of metallic copper dusts or fumes may cause nasal irritation and/or nausea, vomiting and stomach pain. The metal fume may also produce influenza-like symptoms, known as metal fume fewer. Symptoms of this reaction may include metallic taste, runny nosa, nausea, fever and chills. These effects usually disappear within 24 hours, but may be delayed in onset.

Ingestion: CHRONIC EFFECTS:

Ingestion of large amounts of dust may cause nausea, diarrhes and or stomach pain. Prolonged or repeated skin contact with dust may cause more severe irritation or dermatitis. Prolonged or repeated inhalation of dust or fume may cause more severe irritation. Chronic exposure to lead can cause kidney damage, anemia,

reproductive effects, developmental effects and permanent nervous system damage in

humans including changes in cognitive function.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: Exposure to dust or fume may aggravate an existing dermatitis, blood condition, asthma, emphysema, or other respiratory disease.

POTENTIAL ENVIRONMENTAL EFFECTS:

None known. Product has not been tested for environmental properties.

4. FIRST AID MEASURES

EYE CONTACT:

Immediately flush out fume and dust particles with large amounts of water

for at least 15 minutes, occasionally lifting the upper and lower eyelids.

SKIN CONTACT:

If eye irritation develops, call a physician at once. If exposed to dust or fumes, wash skin with plenty of water. Remove

contaminated clothing and shoes and launder before reuse. If skin irritation or rash develops and persists or recurs, get medical attention.

INHALATION:

If symptoms of lung irritation occur (coughing, wheezing or breathing

difficulty), remove from exposure area to fresh air immediately. If

breathing has stopped, perform artificial respiration. Keep affected person warm and at rest. Get medical attention.

INGESTION:

Not a likely route of exposure for finished metal alloy. If dust is

ingested, immediately drink water to dilute. Consult a physician if symptoms

develop,

NOTE TO PHYSICIANS:

There is no specific antidote to the active ingradients in this product; use

symptomatic treatment.

FIRE FIGHTING MEASURES

| PROPERTY | VALUE | PROPERTY | VALUE |
|---------------------------|-------------------|---|----------------|
| Explosive | No | Flammable | |
| Combustible | | Pyrophoric | |
| Flash Point (°C): | Not applicable | Surning Rate of Material: | Not applicable |
| Lower Explosive | | Autoignition Temp.: | |
| Upper Explosive Limit: | Not applicable | Flampability Classification: (defined by 29 CFR 1910.1200) | Not applicable |

UNUSUAL FIRE AND EXPLOSION HAZARDS: EXTINGUISHING MEDIA:

Dust may cause an ignitable and/or an explosive atmosphere. For localized powder fires, smother with dry sand, dry dolomite, sodium chloride or soda ash. Use fireextinguishing media appropriate to fight surrounding fire.



Page 4 of 13

SPECIAL FIREFIGHTING PROCEDURES:

None required.

ACCIDENTAL RELEASE MEASURES

FOR ALL TRANSPORTATION ACCIDENTS, CALL CHEMITEC AT 800-424-9300. In dust form, this product may be an explosion hazard. Remove all sources of ignition. Dust of fume may be suppressed by the use of a local exhaust system. Dispose of per guidelines under Section 13, WASTE DISPOSAL.

HANDLING AND STORAGE

HANDLING:

STORAGE:

Avoid dispersion of dust in air.

No special requirements.

Shelf Life Limitations: None known Incompatible Materials for None known.

or Transport:

Packaging:

Incompatible Materials for Storage

None known.

OTHER PRECAUTIONS:

Do not shake clothing, rays or other Itams to remove dust. Dust should be removed by washing or HEPA vacuuming.

EXPOSURE CONTROLS/PERSONAL PROTECTION

| CAS # | CHENICAL NAME | ACGIH TLV | OSKA PEL | INTERNATIONAL OELS |
|-----------|---------------|---|---|--|
| 7440-50-B | Copper | 0.2 mg/m ³ (fume), 1 mg/m ³ (dusts and mists) | O.lmg/m' (fume) 1 mg/m³ (dusts and mists) | Austria, Belgium, Canada: 0.2 mg/m ² (fumes), 1 mg/m ³ (dusts) Denmark: 1.0 mg/m ³ (dust and powder) Germany (MOK): 0.1 mg/m ³ (fume), 1 mg/m ³ (dusts and mists) |
| 7440-56-6 | Zinc | None established | None sstablished | None established |
| 7439-92-1 | Lead | 0.05 mg/m² | 0.05 mg/m² | Austria, Denmark, Germany, Sweden, Switzerland: 0.1 mg/m ² Norway, Poland: 0.05 mg/m ³ |

If this product is heated and fumes are generated, zinc oxide fumes could be formed. The ACGIN TLV and OSHA PEL for zinc oxide fume is S mg/m2.

ENGINEERING CONTROLS:

Local exhaust ventilation is recommended if significant

dusting occurs or fumes are generated. Otherwise, use general

exhaust ventilation. EYE / FACE PROTECTION:

Use safety glasses.

SKIN PROTECTION:

Wear impervious (cut-resistant) gloves and other protective clothing (aprons, coveralls) as appropriate to prevent skin contact when using this product. If generating a dust, wash thoroughly after handling, especially before eating, drinking,

or smoking.

RESPIRATORY PROTECTION:

Respiratory protection not normally needed. If dusting occurs or fumes are generated above the PEL/TLV, use a NIOSH-approved

half-face or full-face respirator equipped with High

Efficiency Particulate (MSPA) filter cartridges. GENERAL HYGIENE CONSIDERATIONS:

Do not eat, drink, or smoke while using this product in dust

form.

PHYSICAL AND CHEMICAL PROPERTIES

| PROPERTY | VALUE | PROPERTY | VALUE |
|----------------------|---------------------------|---|--|
| Appearance: Odos: | Red/gold metallic None | Vapor Density (air = 1): Boiling Point (°F): | |
| | | <u> </u> | <u>' </u> |



Page 5 of 13

| PROPERTY | VALUE | PROPERTY | VALUE |
|-------------------------------|-----------------------------|--------------------------------------|--|
| Molecular Weight: | Not applicable - Mixture | Melting point: | L:930 - 1065°C (1710- 1950°F) S:905-1050°C (1650- 1920°F) |
| Physical State: | Solid Not applicable | Specific gravity (g/cc): | 8.65 |
| Vapor Pressure (mm Hg): | Not applicable | Bulk Density Viscosity (cps): | |
| Vapor Density | Not applicable | Decomposition Temperature: | Not applicable |
| Solubility in Water (20 ℃): | Negligible | Evaporation Rate: | Not Applicable |
| Volatiles, Percent by volume: | Not applicable | Octanol/water partition coefficient: | ünknown |

10. STABILITY AND REACTIVITY

STABILITY:

CONDITIONS TO AVOID:

Stable under normal temperatures and pressure.

Not affected by mechanical impact or shock or by electrical

discharge.

MATERIALS TO AVOID:

HAZARDOUS DECOMPOSITION

PRODUCTS:

When heated to decomposition, may produce metal oxides and fumes.

Inhalation of high concentrations of metal fumes may cause a condition known as "metal fume fever" which is characterized by

flu-like symptoms. Will not occur.

Acetylene, chlorine

HAZARDOUS POLYMERIZATION:

11. TOXICOLOGICAL INFORMATION

POTENTIAL EXPOSURE ROUTES: For dust: ingestion, inhalation, and eye contact. For fume: inhalation and eye contact. The finished alloy metal is not hazardous.

ACUTE ANIMAL TOXICITY DATA;

| For Product: (dust or fume): | | For Components | | | | | | |
|--------------------------------|--|---------------------------------------|----------------|--------------|--|--|--|--|
| | | Copper | Lead | Zinc | | | | |
| Oral LDse | Believed to be moderately toxic | 3.5 mg/kg (mouse, intraperitoneal) | No data | No data | | | | |
| Dermal LD _{in} | Believed to be > 2 g/kg | 375 mg/kg (rabbit, subcutaneous) | No data | No data | | | | |
| Inhalation LC ₁₀ | Believed to be slightly to moderately toxic | No data | No data | No data | | | | |
| Irritation | Believed to be an eye and respiratory irritant | Respiratory irritant | Not irritating | Eye irritant | | | | |

SUBCHRONIC/ CHRONIC TOXICITY:

CARCINOGENICITY:

MUTAGENICITY:

REPRODUCTIVE, TERATOGENICITY, OR DEVELOPMENTAL EFFECTS:

No information for product. Lead has caused blood, kidney and nervous system damage in laboratory animals.

This product is not known or reported to be carcinogenic. The International Agency for Research on Cancer (IARC) lists lead as possibly carcinogenic to humans, group 2B.

This product is not known or reported to be mutagenic. Lead has been shown to be mutagenic in several in vitro assays. This product is not known or reported to cause reproductive or developmental effects. Lead has been shown to affect fetal development including birth defects and reduce male reproductive function in laboratory animals.



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NEUROLOGICAL EFFECTS:

This product is not known or reported to cause neurological effects. Lead has caused peripheral and central nervous system damage and behavioral effects in laboratory snimals.

INTERACTIONS WITH OTHER CHEMICALS WRICH ENHANCE TOXICITY:

None known or reported.

12. ECOLOGICAL INFORMATION

ECOTOXICITY: No data is available on this product. Individual constituents are as follows:

Copper:

The toxicity of copper to equatic organisms varies significantly not only with the species, but also with the physical and chemical characteristics of the water, such as its temperature, hardness, turbidity and carbon dioxide content. Copper concentrations varying from 0.1 to 1.0 mg/l have been found by various investigators to be not toxic for most fish.

However, concentrations of 0.015 to 3.0 mg/l have been reported as toxic. particularly in soft water to many kinds of fish, crustaceans, mollusts,

insects, and plankton.

Lead:

LC₅₀(48 hrs.) to bluegill (Lapomis macrochirus) is reported to be 2-5

mg/l. Lead is toxic to waterfowl.

MOBILITY:

Dissolved lead may migrate through soil.

BICACCUMULATION:

PERSISTANCE/DEGRADABILITY: Lead may persist and accumulate in the environment.

No data

13, DISPOSAL CONSIDERATIONS

If this product becomes a waste, it DOES NOT meet the criteria of a hazardous waste as defined under 40 CFR 261, in that it does not exhibit the characteristics of hazardous waste of Subpart C, nor is it listed as a hazardous waste under Subpart D. Care must be taken to prevent environmental contamination from the use of this material. The user of this material has the responsibility to dispose of unused material, residues and containers in compliance with all relevant local, state and federal laws and regulations regarding treatment, storage and disposal for hezardous and nonhazardous wastes. This product may be a candidate for metal reclamation.

14. TRANSPORT INFORMATION

| | 0.8. | DOT | 1 | RID/ADR | 1 | IMDG | IATA | INO | Canada TDG |
|-----------------------|------|-----|---|---------|---|--------|---------|-----|------------|
| PROPER SRIPPING NAME: | | | | | | Not re | gulated | | |
| HAZARD CLASS: | | | | | | | • | | |
| UN NO.: | | | | | | | | | |
| PACKING GROUP: | | | | | | | | | |
| LABEL: | | | | | | | | | i |
| REPORTABLE QUANTITY: | | | | | | | | | |
| | | | | | | | | | |

15. REGULATORY INFORMATION

US FEDERAL

| TSCA | inventory. | | | | : Substance Control Act | | | | |
|---------------------------|---|--|-------------|---------------|--|--|--|--|--|
| CERCLA: | Zinc, R.Q. = 1000 reporting is requ exceeds 100 micro | ired if diam | eter of the | pieces of met | R.Q. = 10 lbs. Wo al is equal to or | | | | |
| SARA 313: | Copper, Zinc (fum | e or dust), | Lead . | | | | | | |
| SARA 313 Hazard Class: | Health: For dust or fums only | Health: Acute - Fire: Reactivity: Release of Pressure: None None | | | | | | | |
| SARA 302 EHS List: | None of the compo | Yes | product a | re listed. | | | | | |

• "



MATERIAL SAFETY DATA SHEET

Page 7 of 13

.RQ = Reportable Quantity

STATE RIGHT-TO-KNOW STATUS

| Component | *CA Prop. 65 | New Jersey | Pennsylvania | Massachusetta | Michigan |
|-----------|--------------|------------|--------------|---------------|----------|
| Copper | Not listed | х | х | x | x |
| Zinc | Not listed | x | Not listed | X | X |
| Lead | X | X | X | X | X |

**WARNING: This product contains detectable amounts of a chemical(s) known to the State of California to cause cancer and/or birth defects or other reproductive harm."

EUROPEAN REGULATIONS

Because this may material contain lead at > 0.24, this material is classified as Xn, Harmful. However, this material in its massive solid form is not required to be labeled under EC regulations.

German WGK Classification: Unknown

CANADIAN REGULATIONS

DSL LIST:

The components of this product are on the DSL or are exempt from reporting under the

New Substances Notification Regulations.

IDL:

Copper, Lead

WHMIS: This product

This product is considered to be a manufactured article and therefore not subject to

WHMIS requirements.

16. OTHER INFORMATION

PREPARED BY: Olin Brass and Winchester, Inc.

MOTICE: THE INFORMATION IN THIS HEDS SHOULD BE PROVIDED TO ALL WHO WILL USE, HANDLE, STORE, TRANSPORT, OR OTHERWISE BE EXPOSED TO THIS PRODUCT. THIS INFORMATION HAS BEEN PREPARED FOR THE GUIDANCE OF PLANT ENGINEERING, OPERATIONS AND MANAGEMENT AND FOR PERSONS WORKING WITH OR HANDLING THIS PRODUCT. OLIN BELIEVES THIS INFORMATION TO BE RELIABLE AND CURRENT AS OF THE DATE OF PUBLICATION, BUT MAKES NO WARRANTY THAT IT IS.



Cu Flash

Technical Materials, Inc.

ISO 9001:2000 Registered

UY-825756 08-825757

01/17/2008

5 Wellington Road Lincoln, Rhode Island 02865

Certificate of Conformance to Customer Specifications *

0026363

Sold to: Metal Stamp Inc

24219 Northern Illinois Drive Channahon, IL. 60410

TMì Order Na. Report No. 33421 93326 Customer PQ No. Report Date

General Product Description TMI Part No. Customer Parl No. Customer Specifications 29918 06-825757 Rev. -Bese Metal Temper C51000 0.016" +/- 0.0005" X 4.000" +/- 0.003" 3/4 Hard 5108 TIN PLATED Overall Dimensions 0.010 ± 0.001" X 0.740 - 0.750" ElectroPlating Solder (PrintOn) Solder (Reflow) 958n5Pb 150 - 300 Microin. <u>None</u> <u>None</u>

Chemical Composition

Metallurgical Testing

X

OTE: TMI does not perform charrical analysis. We do verify that the Note: Rounding of test values, as per ASTM Standard E 29, may be done to determine

Х

| _ | | ication. | | our auponers | able ASTM or of | | mineral analyses b | |
|----------|--------------------------|---|--------|--------------|---|----------------------------------|---|------------------|
| Results | est Specifications | T- | i | standerda. | able ASTM or of | with sppin | të iu coudajjeuce | |
| 3 - 69.6 | 68 - 80 | JTS, Kpsi | | | 51000 | _ c | 51000 | |
| 5415 | | | | eat | 31631 | Heat (| 81631 | Heat |
| <u>-</u> | - | set), Kpsi | | Lot | 1880 | Lot | 2333 | Lot : |
| = | | longation | | | 95.0000 5.0000 | Cu. Sn | 95.2500 4.4800 | Cu Sn |
| <u>-</u> | | Hardness | | | 0.3500 0.1000 | P Fe | 0.1092 0.0010 | P Fe |
| | - | Size, mm | | | 0.0500 0.3000 | Pb 2n | 0.0034 0.117 <u>6</u> | P <u>b</u> Zn |
| ASS | g Adhesion Pass / Fail _ | Plating | | | | | | |
| 00121" | ing Thickness by XRF: | rg SnPb Min Plat | | | | | | |
| 00300° | ing Thickness by XRF: _ | g SnPb Max Plati | | | | | | |
| A\$H | Gu Flash: | | | + | — — | <u> </u> | | |
| | | | \neg | - - | | | | _ |
| | ing Thickness by XRF: | ilongation Hardness Size, mm Plating ng SnPb Min Plat | | | 95.0000 5.0000 0.3500 0.1000 0.0500 | Lot Cu Sn P Fe Pb | 95.2500 4.4800 0.1092 0.0010 0.0034 | |

MS 000153

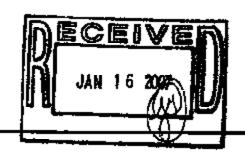
Ship Quantity 1,378

Quantity UOM Pounds

The person described in and who executed the above instrument, being duty sworn, did depose and say that the values reported therein are true and correct to the best of their knowledge and belief. My commission expires \$132200s,

Technical Materials, Inc. certifies that the product herein meets all requirements of the purchase order







Olin M505 No.:00005.0001

Revision No.: 9

Revision Date: 1/1/07

Supercedes: 1/1/06

1. PRODUCT AND COMPANY IDENTIFICATION

260 BRASS alo BAASS

Product Name:

BRASS ALLOY

Chemical Name:

Metal Alloy

Synonyms:

Copper-Zinc Alloys, UNS/CDA Alloy Nos. C20000 - C29999

Chemical Family:

Copper-Zinc

Formula: Product Dee:

Not applicable - mixture Metallurgical Products

COMPANY ADDRESS

MSDS Control Group

TECHNICAL

DERGENCY TELEPHONE NUMBER:

Olin Brass and Winchester

INFORMATION: 618-258-3507

1-888-2891-911

427 North Shamrock St. East Alton, IL 62024-

1197

www.olimbrass.com olinmsds@olin.com

COMPOSITION/INFORMATION ON INGREDIENTS

| CAS Number | Componente | 4 By Weight | MINECS/ ELINCE | EU Classification | |
|------------|------------|-------------|----------------|-------------------|----------|
| | | <u> </u> | # | Symbol | R-Phrase |
| 7440-50-8 | Copper | 59 - 96 | 231-159-6 | None | None |
| 7440-66-6 | Binc | 4 - 41 | 231-096-4 | None | None |
| 7439~92~1 | Lead | 0.03 - 0.3 | 231-104-6 | None | None |

OSHA REGULATORY STATUS:

In solid form, not hazardous. Bust or fume: carcinogen, irritant,

lung, blood, kidney, reproductive and developmental toxin,

neurotoxin

In solid form, this material is not hazardous. Dust and are hazardous materials.

HAZARDS IDENTIFICATION

WARNING!

exposure to dust or fumes can cause eye, skin and respiratory tract irritation. Contains a MATERIAL WEICH MAY CAUSE BLOOD, KIDNEY, REPRODUCTIVE AND NEUROLOGICAL EFFECTS. CONTAINS A USE ONLY WITH ADEQUATE VENTILATION. AVOID CONTACT WITH EYES. MATERIAL WHICE MAY CAUSE CANCER. SKIN AND CLOTHING. WASH THOROUGHLY AFTER HANDLING.

HAZARD RATINGS (for dust or fume)

Degree of hazard (0 = low, 4 = extreme)

Hazardous Materials Identification

Health: 2*

Flammability: 0

Physical Hazard:

None

System (HMIS) Protection Association Mixture. Not rated. <u> Mational Fire</u> (MEPA)

HUMAN THRESHOLD RESPONSE DATA

Odor Threshold:

Unknown

Unknown

(IDLH) Value(a):

Immediately Dangezous to Life or Health The IDLH for this product is not known. The IDLH

for copper and lead is 100 mg/m³.

POTENTIAL HEALTH EFFECTS

Irritation Threshold:



ACUTE EFFECIS

Eve:

Dust or fume can cause irritation consisting of redness, swelling, and pain. May

cause conjunctivitis with repeated exposures.

Skin:

Material not expected to be absorbed through the skin. Contact with dust may

cause mild irritation consisting of redness and/or swelling.

Inhalation:

Harmful if inhaled. Inhalation of high concentrations of powder, dust, or fune may cause severe respiratory and masal irritation, coughing, and difficulty breathing. Inhalation of high concentrations of matallic copper dusts or fumes may cause masal irritation and/or nauses, vomiting and stomach pain. The metal fume may also produce influenza-like symptoms, known as metal fume fever. Symptoms of this reaction may include metallic taste, runny nose, nausea, fever and chille. These effects usually disappear within 24 hours, but may be delayed in onset.

Ingestion:

CHRONIC EFFECTS:

Ingestion of large amounts of dust may cause nauses, diarrhea and or stomech pain. Prolonged or repeated skin contact with dust may cause more severe irritation or Prolonged or repeated inhelation of dust or fume may cause more dermatitis. severe irritation. Chronic exposure to lead can cause kidney damage, anemia,

reproductive effects, developmental effects and permanent mervous system damage in humans including changes in cognitive function.

MEDICAL COMPITIONS AGGRAVATED BY EXPOSURE: Exposure to dust or fume may aggravate an existing dermatitis, blood condition, asthma, emphysema, or other respiratory disease.

POTENTIAL ENVIRONMENTAL EFFECTS:

None known. Product has not been tested for environmental properties.

FIRST AID MRANURES

EYE CONTACT:

Immediately flush out fume and dust particles with large amounts of water for at least 15 minutes, occasionally lifting the upper and lower eyelids.

If eye irritation develops, call a physician at once.

SKIN COPTACT:

If exposed to dust or fumes, wash skin with plenty of water. Remove

contaminated clothing and shoes and launder before reuse. If skin irritation or rash develops and persists or recurs, get medical attention.

inhalation:

If symptoms of lung irritation occur (coughing, wheezing or breathing difficulty), remove from exposure area to fresh air immediately. If

breathing has stopped, perform artificial respiration. Keep affected person

warm and at rest. Get medical attention.

INGESTION:

Not a likely route of exposure for finished metal alloy. If dust is

ingested, immediately drink water to dilute. Consult a physician if symptoms

develop.

NOTE TO PHYSICIANS:

There is no specific antidote to the active ingredients in this product; use

symptomatic treatment.

5. FIRE FIGHTING MEASURES

| PROPERTY | VALUE | PROPERTY | VALUE |
|---------------------------|-------------------|--|----------------|
| Explosive | No | Planmable | RO |
| Combustible | Жо | Pyrophoric | No. |
| Flash Point (°C): | Not applicable | Burning Rate of Material: | Not applicable |
| Lower Explosive Limit: | | Autoignition Temp.: | Not applicable |
| Upper Explosiva Limit: | Not applicable | Flammability Classification: (defined by 29 CFR 1910.1200) | |

UNUSUAL FIRE AND EXPLOSION HAZARDS:

EXTINGUISHING MEDIA:

Dust may cause an ignitable and/or an explosive atmosphere. For localized powder fires, smother with dry sand, dry dolomite, sodium chloride or soda ash. Dae fire-

SPECIAL FIREFIGHTING PROCEDURES:

extinguishing media appropriate to fight surrounding fire. None required.



ACCIDENTAL RELEASE MEASURES

FOR ALL TRANSPORTATION ACCIDENTS, CALL CHEMITEC AT 800-424-9300. In dust form, this product may be an explosion hazard. Remove all sources of ignition. Dust of fume may be suppressed by the use of a local exhaust system. Dispose of per guidelines under Section 13, WASTE DISPOSAL.

HANDLING AND STORAGE

HANDLING: STORAGE:

Avoid dispersion of dust in air.

Shalf Life Limitations:

or Transport:

No special requirements. None known.

Incompatible Materials for None known.

Packaging: Incompatible Materials for Storage

Mone known.

OTHER PRECAUTIONS:

Do not shake clothing, rags or other items to remove dust. Dust should be removed by washing or HEPA vacuuming.

EXPOSURE CONTROLS/PERSONAL PROTECTION

| CAS # | CHEMICAL NAME | ACGIH TLV | OSHA PEL | INTERNATIONAL CELE |
|-----------|---------------|---|---|--|
| 7440-50-8 | Copper | 0.2 mg/m ³ (fume), 1 mg/m ³ (dusts and mists) | O.lmg/m ² (fume) l mg/m ² (dusts and mists) | Austria, Belgium, Canada: 0.2 mg/m ³ (fumes), 1 mg/m ³ (dusts) Denmark: 1.0 mg/m ³ (dust and powder) Germany (MAK): 0.1 mg/m ³ (fume), 1 mg/m ³ (dusts and mists) |
| 7440-66-6 | Zinc | None established | None established | None established |
| 7439-92-1 | Lead | 0.05 mg/m ³ | 0.05 ուց/ա.՝ | Austria, Denmark, Germany, Sweden, Switzerland: 0.1 mg/m ³ Norway, Poland: 0.05 mg/m ³ |

If this product is heated and fumes are generated, zinc oxide fumes could be formed. The ACGIM TLV and OSHA PEL for sinc oxide fune is 5 mg/m3.

ENGINEERING CONTROLS:

Local exhaust ventilation is recommended if significant

dusting occurs or fumes are generated. Otherwise, use general

exhaust ventilation.

EYE / FACE PROTECTION:

Use safety glasses.

SKIN PROTECTION:

Wear impervious (cut-resistant) gloves and other protective clothing (aprons, coveralls) as appropriate to prevent skin contact when using this product. If generating a dust, wash thoroughly after handling, especially before eating, drinking,

or smoking.

RESPIRATORY PROTECTION:

Respiratory protection not normally needed. If dusting occurs or fumes are generated above the PEL/TLV, use a NIOSE-approved

half-face or full-face respirator equipped with Righ Efficiency Particulate (REPA) filter cartridges.

Do not eat, drink, or smake while using this product in dust

GENERAL HYGIENE CONSIDERATIONS:

PHYSICAL AND CHEMICAL PROPERTIES

| PROPERTY | VALUE | PROPERTY | VALUE |
|-------------------------|-------------------|--------------------------|-----------------------|
| | Red/gold metallic | Vapor Density (air = 1): | Not applicable |
| Odor: | None | Boiling Point (*P): | No data |
| Molecular Weight: | Not applicable - | Melting point: | L:930 - 1065°C (1710- |
| | Mixture | | 1950°F) |
| | | | 5:905-1050°C (1650- |
| | | | 1920°F) |
| Physical State: | | Specific gravity (g/cc): | 8.56 |
| | Not applicable | Bulk Density | 8.66 g/cc |
| Vapor Pressure (mm Hg); | Not applicable | Viscosity (cps): | Not applicable |



MSDS ##0006,0001

Page 4 of 6

| PROPERTY | VALUE | PROPERTY | VALUE |
|-------------------------|----------------|-------------------------|----------------|
| Vapor Density | Not applicable | Decomposition | Not applicable |
| | | Temperature: | |
| Solubility in Water (20 | Negligibla | Evaporation Rate: | Not Applicable |
| *C) : | | | |
| Volatiles, Percent by | Not applicable | Octanol/water partition | Unknown |
| volume: | | coefficient: | |

10. STABILITY AND REACTIVITY

STABLLITY:

Stable under normal temperatures and pressure.

CONDITIONS TO AVOID:

Not affected by mechanical impact or shock or by electrical discharge.

MATERIALS TO AVOID: HAZAR BOOS DECOMPOSITION Acetylene, chlorine

PRODUCTS:

When heated to decomposition, may produce metal oxides and fumes. Inhalation of high concentrations of metal fumes may cause a condition known as "metal fume fever" which is characterized by

flu-like symptoms.

HAZAR DOUS POLYMERIZATION:

Will not occur.

11. TOXICOLOGICAL INFORMATION

POTENTIAL EXPOSURE ROUTES: For dust: ingestion, inhalation, and eye contact. For fume: inhalation and eye contact. The finished alloy metal is not hazardons.

ACUTE ANIMAL TOXICITY DATA:

| For Product: (dust or fume): | | For Components | | | | | |
|--------------------------------|--|---------------------------------------|----------------|--------------|--|--|--|
| | | Copper | Lead | Einc | | | |
| Oral LD ₁₀ | Believed to be moderately toxic | 3.5 mg/kg (mouse, intraperitoneal) | No data | No data | | | |
| Dermal Lb ₈₀ | Believed to be > 2 g/kg | 375 mg/kg (rabbit, aubcutaneous) | No data | No data | | | |
| Inhalation LC ₁₀ | Believed to be slightly to moderately toxic | No data | No data | No data | | | |
| Irritation | Believed to be an eye and respiratory irritant | Respiratory irritant | Not irritating | Eye irritant | | | |

SUBCHRONIC/ CHRONIC TOXICITY:

CARCINGGENICITY:

MUTAGENICITY:

REPRODUCTIVE, TERATOGENICITY, OR

DEVELOPMENTAL EFFECTS:

NEUROLOGICAL EFFECTS:

INTERACTIONS WITH OTHER CHEMICALS WHICH EMMANCE TOXICITY:

No information for product. Lead has caused blood, kidney and nervous system damage in laboratory animals.

This product is not known or reported to be carcinogenic. The International Agency for Research on Cancer (IARC) lists lead as possibly carcinogenic to humans, group 2B.

This product is not known or reported to be mutagenic. Lead has been shown to be mutagenic in several in vitro assays.

This product is not known or reported to cause reproductive or developmental effects. Lead has been shown to affect fetal development including birth defects and reduce male reproductive function in laboratory animals.

This product is not known or reported to cause neurological effects. Lead has caused peripheral and central nervous system damage and behavioral effects in laboratory animals.

None known or reported.



ECOLOGICAL INFORMATION

ECOTOXICITY: No data is available on this product. Individual constituents are as follows:

Copper:

The toxicity of copper to aquatic organisms varies significantly not only with the species, but also with the physical and chemical characteristics of the water, such as its temperature, hardness, turbidity and carbon dioxide content. Copper concentrations varying from 0.1 to 1.0 mg/l have been found by various investigators to be not toxic for most fish. However, concentrations of 0.015 to 3.0 mg/l have been reported as toxic, particularly in soft water to many kinds of fish, crustaceans, mollusks,

insects, and plankton.

<u>lead:</u>

LC30(48 hrs.) to bluegill (Laponis macrochirus) is reported to be 2-5

mg/l. Lead is toxic to waterfowl.

MOBILITY:

Dissolved lead may migrate through soil.

PERSISTANCE/DEGRADABILITY: Lead may persist and accumulate in the environment.

BIOACCUMULATION:

No data

13. DISPOSAL CONSIDERATIONS

If this product becomes a waste, it DOES NOT meet the criteria of a hazardous waste as defined under 40 CFR 261, in that it does not exhibit the characteristics of hezerdous waste of Subpart C, nor is it listed as a hazardous waste under Subpart D. Care must be taken to prevent environmental contamination from the use of this material. The user of this material has the responsibility to dispose of unused material, residues and containers in compliance with all relevant local, state and federal laws and regulations regarding treatment, storage and disposal for hazardous and nonhazardous wastes. This product may be a candidate for metal reclamation.

14. TRANSPORT INFORMATION

| | U.S. DOT | RID/ADR | IMDG | IATA | IMO | Canada TDG |
|-----------------------|----------|---------|---------|--------|-----|------------|
| PROPER SHIPPING NAME: | | | Not rec | ulated | | |
| HAXARD CLASS: | | | | | | |
| UN NO.: | | | | | | |
| PACKING_GROUP: | | | | | | |
| LABEL: | | | | | | |
| REPORTABLE QUANTITY: | | | | | | |
| | | | | | | |

15. REGULATORY INFORMATION

US FEDERAL

| TSCA | The components of inventory. | The components of this product are listed on the Toxic Substance Control Act inventory. | | | | | | |
|---|-------------------------------------|---|-----------------------|---------------------|------------------------------|--|--|--|
| CERCLA: | reporting is requ | Zinc, R.Q. = 1000 lbs.; Copper, R.Q. = 5000 lbs.; Lead, R.Q. = 10 lbs. No reporting is required if diameter of the pieces of metal is equal to or exceeds 100 micrometers (0.004 inches). | | | | | | |
| SARA 313: | Copper, Zinc (fun | e or dust), | Lead | | | | | |
| SARA 313 Hazard Class: | Health: For dust or fume only | Acute - Yea, Chronic - Yea | <u>Fire</u> : None | Reactivity: None | Release of Pressure: None | | | |
| SARA 302 EBS List: None of the components of this product are listed. | | | | | | | | |

RO = Reportable Quantity

STATE RIGHT-TO-KNOW STATUS

| Component | *CA Prop. 65 | New Jersey | Proncylvania | Massachusetta | Mishigan |
|-----------|--------------|------------|--------------|---------------|----------|
| Copper | Not listed | X | X | X | X |
| Zinc | Not listed | Х | Not listed | X | X |
| Lead | X | X | I | Х | X |

^{*} WARNING: This product contains detectable amounts of a chemical(s) known to the State of California to cause cancer and/or birth defects or other reproductive harm."





EUROPEAN REGULATIONS

Because this may material contain lead at > 0.28, this material is classified as Xn, Raraful. Kovever, this material in its massive solid form is not required to be labeled under EC regulations.

German WGK Classification: Unknown

CANADIAN REGULATIONS

DSL LXST:

The components of this product are on the DSL or are exempt from reporting under the

New Substances Notification Regulations.

IDL:

. . .

Copper, Lead

WHMIS:

This product is considered to be a manufactured article and therefore not subject to

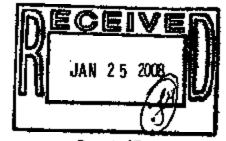
WHM15 requirements.

16. OTHER INFORMATION

PREPARED BY: Olio Brass and Winchester, Inc.

MOTICE: THE INFORMATION IN THIS MSDS SHOULD BE PROVIDED TO ALL WHO WILL USE, HANDLE, STORE, TRANSPORT, OR OTHERWISE BE EXPOSED TO THIS PRODUCT. THIS INFORMATION HAS BEEN FREFARED FOR THE GUIDANCE OF PLANT ENGINEERING, OPERATIONS AND MANAGEMENT AND FOR PERSONS WORKING WITH OR HANDLING THIS PRODUCT. OLIN BELIEVES THIS INFORMATION TO BE RELIABLE AND CURRENT AS OF THE DATE OF PUBLICATION, BUT MANES NO WARRANTY THAT IT IS.







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Olin MSDS No.: 00015.0001

Revision No.: 11

Revision Date: 1/9/08

Supercedes: 1/1/07

1. PRODUCT AND COMPANY IDENTIFICATION

COPPER NICKEL ALLOY

Product Name: Chemical Name:

Metal Alloy

Symonyme:

Cupro Nickels; UNS/CDA Alloy Nos. C70000 - C72999; B51/Y97; B52/Y99

Chemical Family:

Copper Not applicable - mixture

Formula: Product Usa:

Metallurgical Products

COMPANY ADDRESS

MSDS Control Group

TECHNICAL

EMERGENCY FELEPHONE NUMBER:

Winchester

Olin Bress and

INFORMATION: 618-258-3507 1-888-2891-911

7025 matterial

427 North Shamrock St.

East Alton, IL 62024-

1197

www.olimbrass.com olinmada@olin.com

COMPOSITION/INFORMATION ON INGREDIENTS 2.

| CAS Number | Components | t By Weight | EINECS/ ELINCS | EU Clas | sification |
|------------|------------|-------------|----------------|-----------------------|-----------------------------|
| | | 1 | # | Symbol | R-Phrase |
| 7440-50-8 | Copper | 54 - 99 | 231-159-6 | Моле | None |
| 7440-21-3 | Silicon | 0 - 1.2 | 231-130-B | None | None |
| 7(39-96-5 | Manganese | 0 - 5.5 | 231-105-1 | None | Моле |
| 7439-89-6 | Iran | 0 - 2.3 | 231-096-4 | None | None |
| 7440'-02-0 | Nickel | 1.0 - 46.0 | 231-111-6 | Χn | R 40-43 |
| 7440-31-5 | Tin | 0 - 8.5 | 231-141-8 | None | None |
| 7440-66-6 | Zinc | 0 - 2.0 | 231-175-3 | F (as dust or powder) | R 15-17 |
| 7429-90-5 | ALuminum | 0 - 2.0 | 231-072-3 | None | None |
| 7440-41-7 | Beryllium | 0 - 0.7 | 231-150-7 | T+ | R 49-25-26- 36/37/38-43- |
| | | | | | 48/23-51/53 |

OSHA REGULATORY STATUS:

In solid form, not hazardous. Dust or fume: carcinogen, irritant, lung and respiratory system toxin, neurotoxin, sensitizer

this material is not hazardous. In solid form, Dust and fumes are hazardous materials.

HAZARDS IDENTIFICATION

WARNING!

EXPOSURE TO DUST OR FUMES CAN CAUSE EYE, SKIN AND RESPIRATORY TRACT IRRITATION. EXPOSURE TO DUST OR FUMES CAN CAUSE RESPIRATORY SYSTEM DAMAGE. CONTAINS A MATERIAL WHICH MAY CAUSE NERVOUS SYSTEM EFFECTS. MAY CAUSE AN ALLERGIC SKIN AND/OR RESPIRATORY REACTION. CONTAINS MATERIALS WHICH MAY CAUSE CANCER. USE ONLY WITH ADEQUATE VENTILATION. AVOID CONTACT WITH EYES, SKIN AND CLOTHING. WASH THOROUGHLY AFTER HANDLING.

HAZARD RATINGS (for dust of fume) Hazardous Materials Identification

Degree of hazard (0 = low, 4 = extreme) Health: 2* Flammability: 0

Physical Hazard:

System (HMIS) National Fire Protection Association Mixture. Not rated.

(MEPA)



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HUMAN THRESHOLD RESPONSE DATA

Odor Threshold:

Irritation Threshold:

Immediately Dangerous to Life or Health

(IDLH) Value(s):

Onknown Unknown

The IDLH for this product is not known. The IDLH for nickel is 10 mg/m³. The IDLH for copper and tin is 100 mg/m^3 . The IDLH for manganese is 500 mg/m^3 . The IDLH for beryllium is 4 mg/m³.

POTENTIAL HEALTH EFFECTS

ACUTE EFFECTS

Eye:

Dust or fues can cause irritation consisting of redness, swelling, and pain. May

cause conjunctivitis with repeated exposures.

Skin: Material not expected to be absorbed through the skin. Contact with dust may cause mild itritation consisting of redness and/or swelling.

Harmful if inhaled. Inhalation of high concentrations of powder, dust, or fume may Inhalation:

cause respiratory and masal irritation, coughing, and difficulty breathing.

Inhalation of high concentrations of metallic copper dusts or funes may cause masal

irritation and/or nauses, vomiting and stomach pain. Inhalation of high

concentrations of beryllium dust can cause a condition known as berylliusis which is a form of chemically induced pneumonia causing fever, chest pain, coughing, fatigue, bloody sputum, wheezing and difficulty breathing. These symptoms may be delayed and not appear for up to 2 weeks after an acute high exposure.

Ingestion:

Ingestion of large amounts of dust may cause nauses, vomiting, constipation,

Cramps, and or stomach pain.

CHRONIC EFFECTS:

Prolonged or repeated skin contact with dust may cause more severe irritation or dermatitis. Prolonged or repeated inhalation of dust or fume may cause more severe irritation and possibly lung damage. Repeated exposure may cause an allergic skin reaction consisting of itching, redness, swelling, and rash or urticaria (hives) in sensitized individuals. Chronic exposure to very high concentrations of manganese dust has caused nervous system effects including muscle weakness, tremors, and behavioral changes. Epidemiological studies in humans have shown an association between lung and massl cancers and prolonged occupational exposures to high concentrations of nickel. Prolonged, repeated exposures to beryllium can cause a chronic lung disease characterized by coughing, wheezing and reduced capacity of the lungs which can lead to heart failure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: : Exposure to dust or fume may aggravate an existing dermatitis or neurological condition, asthma, emphysema, or other respiratory disease.

POTENTIAL ENVIRONMENTAL EFFECTS:

None known. Product has not been tested for environmental properties.

FIRST AID MEASURES

EYE CONTACT:

Immediately flush out fime and dust particles with large amounts of water for at least 15 minutes, occasionally lifting the upper and lower eyelids.

SKIN CONTACT:

If eye irritation develops, call a physician at once. If exposed to dust or fumes, wash skin with plenty of water. contaminated clothing and shoes and launder before reuse. If akin

irritation or rash develops and persists or recurs, get medical attention. If symptoms of lung irritation occur (coughing, wheezing or breathing

difficulty), remove from exposure area to fresh air immediately. If

breathing has stopped, perform artificial respiration. Keep affected person

warm and at rest. Gat medical attention.

INGESTION:

INHALATION:

Not a likely route of exposure for finished metal alloy. If dust is

ingested, immediately drink water to dilute. Consult a physician if symptoms

NOTE TO PHYSICIANS:

There is no specific antidote to the active ingredients in this product; use symptomatic treatment.

FIRE FIGHTING MEASURES 5.

| PROPERTY V | VALUE | PRÓPERTY | VALUE |
|---------------------|-------|---------------------------|----------------|
| Explosive N | | Flammable | No |
| Combustible N | - | Pyrophoric | Na |
| Flash Point (°C): N | Not | Burning Rate of Material: | Not applicable |



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applicable Lower Explosive Not

Autoignition Temp.: Not applicable

Limit: Upper Explosive

applicable Not Limit: | applicable

Flammability Classification: (defined by 29 | Not applicable CFR 1910.1200)

UNUSUAL FIRE AND EXPLOSION HAZARDS: EXTINGUISHING MEDIA:

Dust may cause an ignitable and/or an explosive atmosphere. For localized powder fires, smother with dry sand, dry dolomite, sodium chloride or soda ash. Use fireextinguishing media appropriate to fight surrounding fire.

None required.

SPECIAL FIREFIGHTING PROCEDURES:

ACCIDENTAL RELEASE MEASURES

FOR ALL TRANSPORTATION ACCIDENTS, CALL CHEMPRES AT 800-424-9390. In dust form, this product may be an explosion hazard. Remove all sources of ignition. Dust of fime may be suppressed by the use of a local exhaust system. Dispose of per guidelines under Section 13, WASTE DISPOSAL.

HANDLING AND STORAGE

RANDLING: STORAGE:

Avoid dispersion of dust in air.

No special requirements.

Shelf Life Limitations:

None known.

Incompatible Materials for Packaging:

None known.

Incompatible Materials for Storage or Transport:

None known.

OTHER PRECAUTIONS:

Do not shake clothing, rags or other items to remove dust. Dust should be removed by washing or HEPA vacuuming.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

| CAS # | CHEMICAL NAME | ACGÏH TLV | OSHA PEL | INTERNATIONAL CELS |
|-----------|---------------|--|---|---|
| 7440~50-8 | Copper | 0.2 mg/m² (fume), 1 mg/m³ (dusts and mists) | G.1 mg/m³ (fume) 1 mg/m³ (dusts and mists) | Austria, Belgium, Canada: 0.2 mg/m² (fumes), 1 mg/m² (dusts) Denmark: 1.0 mg/m² (dust and powder) Germany (MAK): 0.1 mg/m² (fume), 1 mg/m³ (dusts and mists) |
| 7439-96-5 | Manganese | 0.2 mg/m* | Ceiling - 5 mg/m | Belgium, Denmark, Finland, France, Switzerland, O.K 1 mg/m ³ Sweden - 2.5 mg/m ² Germany (MAK) - 0.5 mg/m ³ |
| 7440-02-0 | Nickel | 1.5 mg/m² (inhalable) | l mag∕m³ | Germany, MAK = 1 mg/m ³ Canada (B.C.), Czechoslovakia, Denmark, Norway = 0.05 mg/m ³ , Kl, sensitizer Poland = 0.25 mg/m ³ Ireland, Sweden, Switzerland, U.K. = 0.5 mg/m ³ Belgium, Canada (Alberta & others), Finland, Japan, Mexico, Netherlands = 1 mg/m ³ Portugal = 1.5 mg/m ³ |
| 7439-89-6 | Iron | None established | None established | None established |
| 7440-21-3 | Silicon* | 10 mg/m ³ | 15 ուց/ա | Belgium, Denmark, France, Netherlands, U.K 10 mg/m ² Switzerland - 4 mg/m ³ |



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| CAS # | CHEMICAL NAME | ACGIH TLV | OSHA PEL | INTERNATIONAL OELS |
|-----------|---------------|---|--|--|
| 7440-41-7 | Beryllium | 0.002 mg/m³ (inhalable) Sensitizer STEL = 0.01 mg/m³ Confirmed human carcinogen | 0.002 mg/m ¹ Ceiling = 0.005 mg/m ¹ 30 min. peak per 8 hr. shift = 0.025 mg/m ¹ | Germany, Mak - Category 2 Denmark, Finiand, Iceland, Norway, Poland - 0.001 mg/m², carcinogen Balgium, Canada, Czechoslovakia, France, Ireland, Japan, Portugal, Spain, Sweden, Switzerland, U.K 0.002 mg/m², sensitizer, K1 carcinogen Greece + 0.005 mg/m² |
| 7440-31-5 | fin | 2 mg/m² | 2 mg/m³ | U.K. (LTEL): 5 mg/m ³ Austria & Germany (NAK), Belgium, Finland, Dermark, The Natherlands, Foland, Switzerland: 2 mg/m ³ Hungary, Norway: 1 mg/m ³ |
| 7429-90-5 | Aluminum* | 10 mg/m³ | 15 mg/m³ | Belgium, France, Hungary , Swedan- 5 mg/m³ (resp. dust) Germany, Switzerland - 6 mg/m³ Denmark, Netherlands, U.X 10 mg/m³ |
| 7440-66-6 | Zinc | None established | None established | None established |

*This substance is regulated by CSHA as a Particulate Not Otherwise Regulated (PNOR). The exposure limits listed for both OSHA and ACGIH refer to total dust; the OSHA PEL for the respirable fraction is 5 mg/m.

If this product is heated and fumes are generated, zinc oxide fumes could be formed. The ACGIH TLV and OSHA PEL for zinc oxide fume is 5 mg/m^3 .

ENGINEERING CONTROLS:

Local exhaust ventilation is recommended If significant dusting occurs or fumes are generated. Otherwise, use general exhaust

ventilation.

EYE / FACE PROTECTION:

Use safety glasses.

SKIN PROTECTION:

Wear impervious (cut-resistant) gloves and other protective clothing (aprons, coveralls) as appropriate to prevent skin contact when using this product. If generating a dust, wash thoroughly after handling, especially before eating, drinking,

or smoking.

RESPIRATORY PROTECTION:

Respiratory protection not normally needed. If dusting occurs or fumes are generated above the PEL/TLV, use a NIOSK-approved

half-face or full-face respirator equipped with High Efficiency

Particulate (HEPA) filter cartridges.

GENERAL HYGIENE CONSIDERATIONS:

Do not eat, drink, or smoke while using this product in dust

torm.

9. PHYSICAL AND CHEMICAL PROPERTIES

| PROPERTY | VALUE | PROPERTY | VALUE |
|--|--|--|--|
| Appearance: Odor: Molecular Weight: | Silver/red metallic None Not applicable - Mixture | Vapor Density (air = 1): Boiling Point ("F): Melting point: | Not applicable No data |
| Physical State: pH: Vapor Pressure (mm Hg): Vapor Density | Not applicable | Specific gravity (g/cc): Bulk Density Viscosity (cps): Decomposition | 2188°F) 8.94 8.94 g/cc Not applicable |
| Solubility in Water (20 °C): | Wegligible | Temperature: Evaporation Rate: | Not Applicable |
| Volatiles, Percent by volume: | Not applicable | Octanol/water partition coefficient: | Unknown |

10. STABILITY AND REACTIVITY

STABILITY:

Stable under normal temperatures and pressure.



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:

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CONDITIONS TO AVOID:

MATERIALS TO AVOID: HAZARDOUS DECOMPOSITION PRODUCTS: Avoid contact with carbon monoxide, particularly at temperatures between 50°C and 300°C, to prevent formation of nickel carbonyl which is toxic and a carcinogen.

Acatylene, chlorine
When heated to decomposition, may produce metal oxides and
fumes. Inhalation of high concentrations of metal fumes may

cause a condition known as "metal fume fever" which is

characterized by flu-like symptoms. Will not occur.

HAZARDOUS POLYMERIZATION:

11. TOXICOLOGICAL INFORMATION

POTENTIAL EXPOSURE ROUTES: For dust: ingestion, inhalation, and eye contact. For fume: inhalation and eye contact. The finished alloy metal is not hazardous.

ACUTE ANIMAL TOXICITY DATA:

| For Product | L; | | | | Fo | r Componen | ts. | | | |
|--------------------------------|---|--|---|--|--|--|---------|----------------------|----------------------|---|
| | | Copper | Bery- llium | Nanga- nese | Alumi- | 8ilicon | Tin | Iron | Zinc | Mickel |
| Gral LDso | Believed to bm > 5 g/kg | 3.5 mg/kg (mmse, intra- peri- temmal) | 18 - 200 mg/kg (rat, various bery- 11ium compour, ds) | 9 g/kg (r&t) | No data | 3.16 g/kg (rac) | No data | 30 g/kg (rat) | No date | > 5 g/kg (rat) |
| Dermal LD _{ig} | Believed to bu > 2 g/kg | 375 mg/kg {rabbit subcuta -neous} | No data | No data | No data | No data | No data | No data | No data | > 7.5 g/kg (rabbit subcu- tan- eous) |
| Inhalation LC ₅₀ | Helieved to be slightly to moderately toxic | So data | > 0.8 mg/m² (50 min, rat) | No data | > 1000 mg/m² (4 hr, rat) | No data | No data | #o deta | No deta | > 12 mg/kg (rat, intra- tra- cheal) |
| Trritation | Bye and respira- tory irritant | Respira -tory irri- tent | Teri- tant, skin Sansi- titer | Mild skin 6 sys irri- tant | Mild eye and skin irri- tant | Eye, skin, respira -tory irri- tent | No date | Eye irri- tant | Eye irri- tant | Respir- story irri- tant, skin sensi- tlzer |

SUBCHRONIC/ CERONIC TOXICITY:

CARCINOGENICITY:

MUTAGENICITY:

REPRODUCTIVE, TERATOGENICITY, OR DEVELOPMENTAL EFFECTS: No information for product. Acute and chronic exposure to beryllium via inhalation has caused lung damage in laboratory animals.

In laboratory animal studies, chronic exposure to high concentrations of nickel has caused an increase in lung and masal tumors. The International Agency for Research on Cancer (IARC) has classified nickel as possibly carcinogenic to humans, group 2B. Chronic exposure to beryllium has produced lung cancer in several species of laboratory animals. Beryllium is listed as a known human carcinogen by IARC (Group 1), OSHA, NTF, and EPA. This product is not known or reported to be mutagenic. Nickel has been shown to be mutagenic in in vitro studies. Beryllium has shown evidence of mutation in in vitro bacterial and mammalian systems.

This product is not known or reported to cause reproductive or developmental effects. Exposure of male rats to high concentrations of nickel caused testicular degeneration. However, symptoms of systemic toxicity, including severe weight loss, were also observed at the same concentrations indicating that the testicular effects were secondary to the frank toxicity. Laboratory studies in animals have shown that beryllium can cross the placents and cause fetal toxicity.



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NEUROLOGICAL EFFECTS:

This product is not know or reported to cause neurological effects. Chronic exposure to very high concentrations of manganese dust has caused nervous system effects including muscle weakness, tremora, and behavioral changes in humans.

INTERACTIONS WITH OTHER CHEMICALS WHICH ENHANCE TOXICITY:

None known or reported.

ECOLOGICAL INFORMATION

&COTOXICITY: No data is available on this product. Individual constituents are as follows:

The toxicity of copper to aquatic organisms varies significantly not only with the species, but also with the physical and chemical characteristics of the water, such as its temperature, hardness, turbidity and carbon dioxide content. Copper concentrations varying from 0.1 to 1.0 mg/l have been found by various investigators to be not toxic for most fish. However, concentrations of 0.015 to 3.0 mg/l have been reported as toxic,

particularly in soft water to many kinds of fish, crustaceans, mollusks, insects, and plankton.

Nickel:

96 hr LC_{ss}, rainbow trout =31.7 mg/L; 96 hr LC_{ss}, fathead minnow = 3.1 mg/L: 72 hr EC₅₀, freshwater algae (4 species): = 0.1 mg/L: 96 hr LC₅₀,

Daphnia = 0.51 mg/L

MORTLITY:

No data

PERSISTANCE/DEGRADABILITY: Not biodegradable.

BIOACCUMULATION:

No data.

13. DISPOSAL CONSIDERATIONS

If this product becomes a waste, it DOES NOT meet the criteria of a hazardous waste as defined under 40 CFR 261, in that it does not exhibit the characteristics of hazardous waste of Subpart C, nor is it listed as a hazardous waste under Subpart D. Care must be taken to prevent environmental contamination from the use of this material. The user of this material has the responsibility to dispose of unused material, residues and containers in compliance with all relevant local, state and federal laws and regulations regarding treatment, storage and disposal for hazardous and nonhazardous wastes. This product may be a candidate for metal reclamation.

14. TRANSPORT INFORMATION

| |) t | U.Ş. | DCT | 1 | RID/ADR | IMDG | IATA | IND | Canada Ti | DG. |
|-----------------------|-----|------|-----|---|---------|---------|--------|-----|-----------|-----|
| PROPER SHIPPING NAME: | | | | _ | _ | Not req | ulated | | | |
| HAZARD CLASS: | | | | | | | | | | |
| UN NO.: | l | | | | | | | | | |
| PACKING GROUP: | l | | | | | | | | | |
| LABEL: | l | | | | | | | | | |
| REPORTABLE QUANTITY: | l | | | | | | | | | |
| | | | | | | | | | | |

15. REGULATORY INFORMATION

US FEDERAL

| TSCA | inventory. | | | | Substance Control Act |
|---------------------------|-------------------------------------|-------------------------------------|---------------|---------------------|--|
| CERCLA: | | lbs (No rep | orting is r | equired if dia | llium, R.Q. = 10 lbs.; meter of the piaces of ches). |
| SARA 313: | Copper, Manganese dust) | , Nickel, Be | ryllium, Zi | nc (duat or fu | me), Aluminum (fume or |
| SARA 313 Hazard Class: | Health: For dust or fume only | Acute - Yes, Chronic - Yes | Fire: None | Reactivity: None | Release of Pressure: None |
| SARA 302 BHS List: | None of the compo | ments of this | s product a | re listed. | |

RD = Reportable Quantity

STATE RIGHT-TO-KNOW STATUS



MSDS #0015,0001

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| Component | *CA Prop. 65 | New Jersey | Pennsylvania | Massachusetts | Michigan |
|------------|--------------|------------|--------------|---------------|------------|
| Copper | Not listed | X | X | × | <u> </u> |
| Mangariese | Not listed | × | X | X | Not listed |
| Nickel | <u> </u> | X | Х | X | X |
| Silicon | Wot listed | Not listed | Х | X | Not listed |
| Iron | Not listed | Not listed | Not listed | Not listed | Not listed |
| Beryllium | × | Х | - Х | Х Х | X |
| Aluminum | Not listed | × | X | х . | Not listed |
| Tin | Not listed | Not listed | Х | X | Not listed |
| Zinc | Fot listed | X | Not listed | X | X |

^{. &}quot;MARNING: This product contains detectable amounts of a chemical(a) known to the State of California to cause cancer and/or birth defects or other reproductive harm."

BURGPEAN REGULATIONS

Because this material contains beryllium at > 0.1% this material is classified as: T+, Very Toxic. However, this material in its massive solid form is not required to be labeled under EC regulations.

German WGK Classification: Unknown

CANADIAN REGULATIONS

DSL LIST:

The components of this product are on the DSL or are exempt from reporting under the

New Substances Notification Regulations.

IDL:

Copper, Manganess, and Nickel, Beryllium, Tin

WHMIS: This product is considered to be a manufactured article and therefore not subject to

WHMIS requirements.

16. OTHER INFORMATION

PREPARED BY: Olin Brass and Winchester, Inc.

NOTICE: THE INFORMATION IN THIS MEDS SHOULD BE PROVIDED TO ALL WHO WILL USE, HANDLE, STORE, TRANSFORT. OR OTHERWISE BE EXPOSED TO THIS PRODUCT. THIS INFORMATION HAS BEEN PREPARED FOR THE GUIDANCE OF PLANT ENGINEERING, OPERATIONS AND MANAGEMENT AND FOR PERSONS WORKING WITH OR HANDLING THIS PRODUCT. OLIN BELIEVES THIS INFORMATION TO BE RELIABLE AND CURRENT AS OF THE CATE OF PUBLICATION, BUT MAKES NO WARRANTY THAT IT IS.

printed 04/20/2010 1:21PM by epa4267 p. 224/288

Wieland

Wieland Metals, Inc.

567 Northgete Parkway Wheeling, IL 60090-2682 Phone (847) 537-3990 Fax (847) 537-4085

MATERIAL CERTIFICATION

No. 17850

Ship To:

SILVER PLATED 260 BRASS

Sold To:

Metalstamp, Inc. Mr. Lee Hutchinson

24219 Northern Illinois Drive

Channahon IL 60410

| Customer P.O. # 18835 | | .O. Oat 4/01/03 | Customer # 600382 | Order ∮ 313267 1 | Date 4/22/03 | Page 1 | -··- | == |
|--------------------------|-----------------------|--------------------|--------------------------------|----------------------------|------------------------------|-----------|------|----|
| Strip - Bare | | | ASTM 836-95 E C26000 Cartri | irass idge Brass, 70/30 | HQ4 Hard Rolled | | | |
| Gauge Width | .0320 fr 1.9500 fr | | .002000 /- .005000 /- | ,002000 .005000 | Shipped Quantity 1753 lbs | , | · . | , |
| | | | | | | | | |

| 1 | | | | | | | | | | | | | | | |
|---|---------------------------------------|-------------|---------|------------|------------------|-----------------------|-------------|-----|-----|------------|-----|-----|-----|---------|----|
| l | Actual Chemistry | Unit | Nom. | Mip. | Hax. | Lot No. 31288 | 51 | Lot | Ho. | S T | Lot | No. | \$T | Lot No. | ST |
| I | Cu - Copper | X | 70.0000 | 68,5000 | 71.5000 | 68,9940 | | | | | | | | | |
| I | Zn - Zinc | Ĭ | 30.0000 | 28.3800 | 31.5000 | 30.9000 .0050 | | | | | | | | | |
| I | Pb - Lead Fe - Irgn | • | | | . 0500 . 0300 | ,0280 | | | | | | | | | |
| l | P - Phosphorus | 7 | | | .0010 | ,0010 | | - | | | | | | | |
| l | Physical Properties | Unit | | Min. | Hax. | Lot No. | \$ † | Lot | Жo. | \$1 | Lot | No. | ST | Lat No. | TZ |
| I | - | | | | | 31268 | | | | | | | | | |
| I | Hardness Rockwell 30T | PSI | | 71000,0000 | 81000,0000 | 74.0000 77842.0000 | | | | | | | | | |
| I | Tensile Strength Yield Strength (.2%) | PS1 | | /1000.0004 | \$1400.0000 | 70537.0000 | | | | | | | | | |
| I | Elongation A2 | 7.51 | | | , | 13.5700 | | | | | | | | | |
| I | Electrical Conductivity | IACS | | | | 25.0000 | | | | | | | | | |
| I | Gauge | 1 nch | | . 0300 | . 0340 | .0320 | | | | | | | | | |
| l | Other Tests | U/H | | Min. | Max. | Coils | ST | | | | | | | | |
| I | Width | inc | h | 1.9450 | 1.9550 | | | | | | | | | | |
| ı | Camber in 6' | inc | h in 6" | | . 2500 | | | | | | | | | | |

Status (ST): 1-Passed, 2-Deviated, 3-Not Passed, 4-Not Traceable, 5-Ren.

Quality Assurance Department

RECEIVED

MS 000167

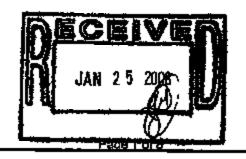


PERFECTION PLATING INCORPORATED 775 MORSE AVENUE ELK BROVE VILLAGE, IL 60007-5184

AN 150 9002 CERTIFIED COMPANY

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| 24219 No | FAMP INCORP Inthern Illinois D on, IL 60410 | · | c | OTE U | | DATE: | • | 510 25, 20 | | | | | | | |
| PART NEMB | ER: .032 X 1.9 | 950 | | | | | | | QUA | NTITY: | 1,75 | :3 | | | |
| | | | | | | | | N | UMBER OF R | EELS: | 15 | | | | |
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| | | .000 | | OPPER FLA | | erali | | | | | | | | | |
| | METAL | | | PLA | TING T | HICKN | ICKNESS TEST RESULTS IN MICRO INCHES | | | | | | | | |
| COPPER FU | ASHOVERALL | | О.К. | | <u> </u> | | | | | | | | | | |
| BRIGHT SILV | ER OVERALL | | 143 | 144 | 1. | 43 | 148 | <u> </u> | 118 | | 18 | 120 | | 120 | |
| X FLUORES | SCENT X-RAY | ☐ DE | STRUCTIV | E KOCOUR | |] місво | SCOPIC | 9 5 C1 | | APR | | | _ | OTHER | |
| | тн | ESE ADI | JANOITK | TESTS HAVE | BEEN | PERFO | RMED | WITH | POSITIVE | RESUL | TS | | | | |
| VISUAL: | ADHESION: | SOLDE | RABILITY: | POROSITY: | ÇC | OMPOST | TICN: | HAR | DKESS | CORR | OSION: | σ | HER: | | |
| x . | х | | | | | | İ | | | | | | | | |
| | | | | WE PARTS | | | | | | | | | | | |
| | | | FROY | SILVA, QL | roy S JALITY | _ | | MAI | NAGER | | | | | | |
| | | | | | | | | | | | | | | | |







Olin MEDS No.:00004.0001

Revision No.: 15

Revision Date: 1/9/08

Supercedes: 1/1/07

PRODUCT AND COMPANY IDENTIFICATION

Product Name:

HIGH COPPER ALLOY

Chemical Name: Metal Alloy

Symonyms:

High Copper, UNS/CDA Alloy Nos. C18000 - C19999 (Excluding 18135), WRM

194 ALLOY

194-9, B-52

Chemical Family:

Copper

Formula: Product Use:

Not applicable - mixture Metallurgical Products

COMPANY ADDRESS

MSDS Control Group

Olin Brass and

TECHNICAL

EMERGENCY TELEPHONE NUMBER: 1-868-2891-911

Winchester

INFORMATION: 618-258-3507

427 North Shamrock St. East Alton, IL 62024-

1197

www.olinbrass.com olinmadafolin.com

COMPOSITION/INFORMATION ON INGREDIENTS 2.

| CAS Number | Components 9 By Wmight | | EINECS/ ELINCS | EU Classification | |
|------------|----------------------------------|-------------|----------------|-------------------|----------|
| | | | <u> </u> | Symbol | R-Phrase |
| 7440-50-8 | Copper | 91.5 - 99.9 | 231-159-6 | None | None |
| 7439-89-6 | Iron | 0 - 3.0 | 231-096-4 | None | None |
| 7440-66-6 | Zinc | 0 - 5.0 | 231-096-4 | None | Pone |
| 7440-48-4 | Cobalt | 0 - 1.3 | 231-158-0 | Хn | R 42/43 |
| 7440-02-0 | Nickel | 0 - 3.0 | 231-111-4 | Χn | R 40-43 |
| 7440-47-3 | Chromium (non- Hexavalent) | 0 - 1.5 | 231-157-5 | None | None |
| 7440-31-5 | Tin | 0 - 2.5 | 231-141-8 | None | None |
| 7439-92-1 | Lead | 0 - 3.5 | 231-100-4 | None | None |
| 7440-32-6 | Titanium | 0 - 3.4 | 231-142-3 | None | None |
| 7440-21-3 | Silicon | 0 - 1.0 | 231-130-8 | None | None |
| 7440-22-4 | Silver | 0 - 1.0 | 231-131-3 | None | None |
| 7439-95-4 | Magnesium | 0 - 1.0 | 231-104-6 | None | None |

OSHA REGULATORY STATUS:

In solid form, not hazardous. Dust or fume: carcinogen, irritant,

lung, blood, kidney, reproductive and developmental toxin,

neurotoxin, sensitizer

solid this material is not hazardous. Dust and fumes hazardous materials.

EARAPDS IDENTIFICATION

WARNING!

EXPOSURE TO DUST OR FUMES CAN CAUSE BYE, SKIN AND RESPIRATORY TRACT IRRITATION. EXPOSURE TO DUST OR FUMES CAN CAUSE RESPIRATORY SYSTEM DAMAGE. CONTAINS A MATERIAL WHICH MAY CAUSE BLOOD, KIDNEY, REPRODUCTIVE AND WEUROLOGICAL EFFECTS. MAY CAUSE AN ALLERGIC SKIN AND/OR RESPIRATORY REACTION. CONTAINS MATERIALS WHICH MAY CAUSE CANCER. USE ONLY WITH ADEQUATE VENTILATION. AVOID CONTACT WITH EYES, SKIN AND CLOTHING. WASH THOROUGHLY AFTER HANDLING.



Page 2 of B

HAZARD RATINGS (for dust or fume) Hazardous Materials Identification

System (HMIS)

Realth: 2*

Degree of hazard (0 = low, 4 = extreme) Planmability: 0

Physical Hazard:

Metional Fire Protection Association Mixture. Not rated.

HUMAN THRESHOLD RESPONSE DATA

Odor Threshold:

Irritation Threshold:

Unknown Daknova

Immediately Dangerous to Life or Health (IDLH) Value(s):

The IDLH for this product is not known. for nickel and silver is 10 mg/m³. The IDLK for cobalt is 20 mg/m 3 . The IDLH for copper, lesd and tin is 100 mg/m 3 . The IDLH for chronium is 250 neg/m³.

POTENTIAL HEALTH EFFECTS

ACUTE EFFECTS

Eye:

Dust or fume can cause irritation consisting of redness, swelling, and pain. May

cause conjunctivitis with repeated exposures.

Skin:

Material not expected to be absorbed through the skin. Contact with dust may cause

mild irritation consisting of radness and/or swelling.

Inhalation:

Harmful if inhaled. Inhalation of high concentrations of powder, dust, or fune may cause severe respiratory and masal irritation, coughing, and difficulty breathing. Inhalation of high concentrations of metallic copper dusts or fumes may cause masal izritation and/or nausea, vomiting and stomach pain. The metal fume may also produce influenza-like symptoms, known as metal fume fever. Symptoms of this reaction may include metallic taste, runny nose, nausea, fever and chills. These effects usually disappear within 24 hours, but may be delayed in onset. Exposure to high concentrations of chromium dusts or fumes can cause severe respiratory and nasal irritation.

Ingestion:

Ingestion of large amounts of dust may cause nausea, diarrhea and or stomach pain.

CHRONIC EFFECTS:

Prolonged or repeated skin contact with dust may cause more severe irritation or dermatitis. Prolonged or repeated inhalation of dust or fume may cause more severe irritation and possibly lung damage. Chronic exposure to dust or fums may also lead to the development of permanent, severe, obstructive or fibrotic lung disease characterized by coughing, wheezing, and shortness of breath. Repeated exposure may cause an allergic skin reaction consisting of itching, redness, swelling, and rash or urticaria (hives) in sensitized individuals. Prolonged or repeated inhalation of dust or fume may cause an allergic type of asthma reaction characterized by wheezing, coughing, and extreme breathing difficulty in sensitized individuals. Ingestion of large amounts of cobalt may affect the heart, but this type of exposure is not anticipated under normal occupational conditions. Prolonged or repeated exposures to chronium dusts or fumes may cause perforation of the nasal septum, bloody nose and other symptoms of severe masal irritation. Epidemiological studies in humans have shown an association between lung and masal cancers and prolonged occupational exposures to high concentrations of nickel. Chronic exposure to lead can cause kidney damage, anemia, reproductive effects, developmental effects and permanent nervous system damage in humans including changes in cognitive function. Long-term exposure to silver at high concentrations can produce a condition called argyria, which is a bluish-gray pigmentation of the skin and other body tissues. This effect is not known to be associated with any toxic effects.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: Exposure to dust or fume may aggravate on existing dermatitis, blood condition, asthma, emphysems, or other respiratory disease.

POTENTIAL ENVIRONMENTAL EFFECTS:

None known. Product has not been tested for environmental properties.



SKIN CONTACT:

INHALATION:

FIRST AID MEASURES

EYE CONTACT: Immediately flush out fume and dust particles with large amounts of water

for at least 15 minutes, occasionally lifting the upper and lower eyelids.

If eye irritation develops, call a physician at once.

If exposed to dust or fumes, wash skin with plenty of water. Remove

contaminated clothing and shows and launder before reuse. If skin

irritation or rash develops and persists or recurs, get medical attention. If symptoms of lung irritation occur (coughing, wheezing or breathing

difficulty), remove from exposure area to fresh air immediately. If

breathing has stopped, perform artificial respiration. Keep affected person

warm and at rest. Get medical attention.

INGESTION: Not a likely route of exposure for finished metal alloy. If dust is

ingested, immediately drink water to dilute. Consult a physician if symptoms

NOTE TO PHYSICIANS: There is no specific antidote to the active ingredients in this product; use

symptomatic treatment.

FIRE FIGHTING MEASURES

| PROPERTY | VALUE | PROPERTY | VALUE |
|---------------------------|-------------------|--|----------------|
| Explosive | No | Flammable | |
| Combustible | No | Pyrophoric | |
| Flash Point ("C): | | Burning Rate of Material: | |
| Lower Explosive Limit: | Not applicable | Autoignition Temp.; | Not applicable |
| Upper Explosive Limit: | Not applicable | Flammability Classification: (defined by 29 CFR 1910.1200) | Not applicable |

UNUSUAL FIRE AND EXPLOSION HAZARDS:

EXTINGUISHING MEDIA:

Dust may cause an ignitable and/or an explosive atmosphere. For localized powder fires, smother with dry sand, dry dolomite, sodium chloride or soda ash. Use fireextinguishing media appropriate to fight surrounding fire. None required.

SPECIAL FIREFIGHTING PROCEDURES:

ACCIDENTAL RELEASE MEASURES

FOR ALL TRANSPORTATION ACCIDENTS, CALL CHEMINEC AT 800-424-9300. In dust form, this product may be an explosion hazard. Remove all sources of ignition. Dust of fume may be suppressed by the use of a local exhaust system. Dispose of per guidelines under Section 13, WASTE DISPOSAL.

HANDLING AND STORAGE

HANDLING: STORAGE:

Avoid dispersion of dust in air.

No special requirements.

Shelf Life Limitations: None known. Incompatible Materials for None known.

Packaging:

Incompatible Materials for Storage None known. or Transport:

OTHER PRECAUTIONS:

Do not shake clothing, rags or other items to remove dust. Dust should be removed by washing or HEPA vacuuming.

EXPOSURE CONTROLS/PERSONAL PROTECTION

| CAS / | CREMICAL NAME | ACGIH TLV | osha pel | INTERNATIONAL CELS |
|-----------|------------------|--|--|--|
| 7440-50-8 | Copper | 0.2 mg/m³ (fume), 1 mg/m³ (dusts and mists) | 0.1mg/m² (fume) 1 mg/m² (dusts and mists) | Austria, Belgium, Canada: 0.2 mg/m ³ (fumes), 1 mg/m ³ (dusts) Dermark: 1.0 mg/m ³ (dust and powder) Germany (MAK): 0.1 mg/m ³ (fume), 1 |

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| | <u> </u> | | | mg/m' (dusts and mists) |
|-----------|-----------|------------------------|------------------------|--|
| 7439-89-6 | Iran | None | None | None established |
| | <u> </u> | established | established | |
| 7440-66-6 | Zinc | None | None | None established |
| | <u> </u> | established | established | <u> </u> |
| 7440-48-4 | Cobalt | 0.02 mg/m ³ | 0.1 mg/m | Austria: Group A2 carcinogen, skin & |
| | | 1 | į | resp. sensitizer |
| | ì | | | Canada (BC): 0.02 mg/m³, K3, Z, A |
| | | | | Canada (Alberta & others): 0.05 mg/m |
| | • | | | Dermark: 0.02 mg/m ³ |
| | , | | | Germany: MAX - 2 (Sah) |
| 7440-47-3 | Chromium | 0.5 mg/m³ | . 1 mg/m² | Finland: 0.1 mg/m' |
| | | | i | Belgium, Denmark, France, |
| | | | | Netherlands, Norway, Poland, Sweden, |
| | <u> </u> | | | U.K.: 0.5 mg/m ³ |
| 7440-31-5 | Tin | 2 mg/m ² | 2 mg/m² | 0.K. (LTEL): 5 mg/m |
| | 1 | | | Austria & Germany (MAK), Belgium, |
| | 1 | | | Finland, Denmark, The Wetherlands. |
| | | 1 | | Poland, Switzerland: 2 mg/m ² |
| | <u> </u> | | | Hungary, Norway: 1 mg/m ³ |
| 7440-02-0 | Nickel | 1.5 mg/m ³ | . 1 mg/m² | Germany, MAK = 1 mg/m² |
| | | (inhalable) | | Canada (B.C.), Czechoslovakia, |
| | | | ļ | Denmark, Norway - 0.05 mg/m³, R1, |
| | 1 | | | sensitizer |
| | | | | Poland = 0.25 mg/m^3 |
| | | İ . | | Ireland, Sweden, Switzerland, U.K. = 0.5 mg/m ³ |
| | | | | Belgium, Canada (Alberta & others), |
| | ! | ! | | Finland, Japan, Mexico, Netherlands - |
| | | i | | 1 mg/m ³ |
| | | | <u> </u> | Portugal = 1.5 mg/m ³ |
| 7439-92-1 | Lead | 0.05 mg/m ³ | 0.05 mg/m ³ | Austria, Denmark, Germany, Sweden, |
| | | | | Switzerland: 0.1 mg/m ³ |
| | | | | Worvey, Poland: 0.05 mg/m3 |
| 7439-95-4 | Magnesium | None | None | None established |
| | | established | established | <u> </u> |
| 7440-21-3 | Silicon* | 10 mg/m³ | 15 mg/m ³ | Belgium, Danmark, France, |
| 1 | | | | Netherlands, D.K 10 mg/m³ |
| | | | | Switzerland - 4 mg/m ³ |
| 7440-22-4 | Silver | 0'.1 mg/m' | 0.01 mg/m³ | Germany: 0.1 mg/m³ (inhalable) |
| 440-32-6 | Titanium | None | None | None established |
| | | sstablished | establish e d | Regulated (FNOR). The exposure limits list |

*This substance is regulated by OSMA as a Particulate Not Otherwise Regulated (FNOR). The exposure limits listed for both OSMA and ACGIH refer to total dust, the OSHA PEL for the respirable fraction is 5 mg/m³.

If this product is heated and fumes are generated, zinc oxide fumes could be formed. The ACGIH TLV and OSHA PEL for zinc oxide fume is 5 mg/m^3 .

ENGINEERING CONTROLS:

Local exhaust ventilation is recommended if significant dusting occurs or fumes are generated. Otherwise, use general exhaust

ventilation.

EYE / FACE PROTECTION:

SKIN PROTECTION:

Use safety glasses.

Wear impervious (cut-resistant) gloves and other protective clothing (aprons, coveralls) as appropriate to prevent skin contact when using this product. If generating a dust, wash thoroughly after handling, especially before eating, drinking,

or smoking.

RESPIRATORY PROTECTION:

Respiratory protection not normally needed. If dusting occurs or fumes are generated above the PEL/TLV, use a NIOSH-approved half-face or full-face respirator equipped with High Efficiency

Particulate (HBPA) filter cartridges.

GENERAL HYGIENE CONSIDERATIONS:

Do not eat, drink, or smoke while using this product in dust

form.

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PHYSICAL AND CHEMICAL PROPERTIES

| PROPERTY | VALUE | PROPERTY | VALUE |
|---|---|---|-------------------|
| Appearance: Odor: Molecular Weight: | Red metallic None Not applicable - Mixture | Vapor Density (air = 1): Boiling Point (*F): Malting point: | Fot applicable |
| Vapor Pressure (mm Hg): Vapor Density | Not applicable Not applicable Not applicable | Specific gravity (g/cc): | 8.94 8.94 g/cc |
| Solubility in Water (20 °C): | Negligible | Evaporation Rate: | Not Applicable |
| Volatiles, Percent by volume: | Not applicable | Octanol/water partition coefficient: | Unknown |

10. STABILITY AND REACTIVITY

STABILITY:

CONDITIONS TO AVOID:

Stable under normal temperatures and pressure.

Avoid contact with carbon monoxide, particularly at temperatures

between 50°C and 300°C, to prevent formation of nickel carbonyl

which is toxic and a carcinogen. Acetylane, chlorina

MATERIALS TO AVOID: HAZARDOUS DECOMPOSITION

PRODUCTS:

When heated to decomposition, may produce metal oxides and fumes.

Inhalation of high concentrations of metal fumes may cause a condition known as "metal fume fever" which is characterized by

flu-like symptoms.

HAZARDOUS POLYMERIZATION:

Will not occur.

11. TOXICOLOGICAL INFORMATION

POTENTIAL EXPOSURE ROUTES: For dust: ingestion, inhalation, and eye contact. For fume: inhalation and eye contact. The finished alloy metal is not hazardous.

ACUTE ANIMAL TOXICITY DATA;

| | Oral LD: | Dermal LD: | Inhelation IC. | Irritation |
|--------------|--|-------------------------------------|---|--|
| For Product: | Beliaved to be > 5 q/kg | Believed to be > 2 g/kg | Believed to be alightly to moderately toxic | Eye and respiratory irritant, sensitizex |
| Copper | 3.5 ng/kg (mouse, intraperitoneal) | 375 mg/kg (rabbit, aubsutaceous) | No data | Mespiratory irritant |
| Iron | 30 g/kg (zat) | No data | No data | Bye irritant |
| Zinc | No data | No data | No data | Eye irritant |
| Cobalt | 6.171 g/kg (rat) | No data | 165 mg/m² (30-min., rat, cobalt exides) | Respiratory irritent, skin and respiratory sensitizer |
| Lead | No data | No data | No deta | Not irritating |
| Magnesium | No data | No data | No data | No data |
| Chromium | 27.5 mg/kg (rat) | Ho data | 87 mg/m² (4 hrs. rat) | Respiratory and magal irritant |
| Tin | No data | No data | No data | No data |
| Nickel | > 5 g/kg (rat.) | > 7.5 g/kg (rabbit auboutaneous) | > 12 mg/kg (rat, intratracheal) | Respiratory irritant, skin sensitizer |
| Silver | > 10 g/kg (mouse) | No deta | Ho data | No data |
| Silicon | 3.16 g/kg (ret) | No data | No data | Bye, skin, respira- |



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| | Oral LD | Dermal LD _s | Inhalation ICm | Irritation |
|----------|---------|------------------------|----------------|----------------|
| | | | | tory irri-tant |
| Titanium | No data | No data | No data | No data |

SUBCHRONIC/ CHRONIC TOXICITY:

CARCINOGENICITY:

No information for product. Lead has caused blood, kidney and nervous system damage in laboratory animals.

IARC lists cobalt and cobalt compounds as possibly carcinogenic to humans, Group 2B. The International Agency for Research on Cancer (IARC) lists lead as possibly carcinogenic to humans, group 2B. In laboratory animal studies, chronic exposure to high concentrations of nickel has caused an increase in lung and masal tumors. The International Agency for Research on Cancer (IARC) has classified mickel as possibly carcinogenic to humans, group 28. The National Toxicology Program (NTP) classifies nickel as a known human carcinogen.

NUTAGENICITY:

This product is not known or reported to be mutagenic. Nickel has been shown to be mutagenic in in vitro studies. Lead has been shown to be mutagenic in several in vitro assays.

REPRODUCTIVE, TERATOGENICITY, OR DEVELOPMENTAL EFFECTS:

This product is not known or reported to cause reproductive or developmental effects. Lead has been shown to affect fetal development including birth defects and reduce male reproductive function in laboratory animals. Exposure of male rats to high concentrations of nickel caused testicular degeneration. However, symptoms of systemic toxicity, including severe weight loss, were also observed at the same concentrations indicating that the testicular effects were secondary to the frank toxicity. Exposure at these levels is highly unlikely under normal working conditions.

NEUROLOGICAL EFFECTS:

This product is not known or reported to cause neurological effects. Lead has caused peripheral and central nervous system damage and behavioral effects in laboratory animals.

INTERACTIONS WITH OTHER CHEMICALS WHICH ENHANCE TOXICITY:

None known or reported.

12. ECOLOGICAL INFORMATION

ECOTOXICITY: No data is available on this product. Individual constituents are as follows:

Copper:

The toxicity of copper to aquatic organisms varies significantly not only with the species, but also with the physical and chemical characteristics of the water, such as its temperature, hardness, turbidity and carbon dioxide content. Copper concentrations varying from 0.1 to 1.0 mg/l have been found by various investigators to be not toxic for most fish. However, concentrations of 0.015 to 3.0 mg/l have been reported as toxic,

particularly in soft water to many kinds of fish, crustaceans, mollusks,

insects, and plankton.

Chromium: Daphnia magna, 48 hr. $IC_{50} = 0.022$ mg/L; Fathead minnow, 96 hr $IC_{50} = 39$

mg/L

Nickel:

96 hr IC_{to} , rainbow trout =31.7 mg/L; 96 hr IC_{to} , fathead minnow = 3.1 mg/L; 72 hr EC₅₀, freshwater algae (4 species); = 0.1 mg/L; 96 hr LC₅₀,

Daphnia = 0. 51 mg/L

Lead:

LC50 (48 hrs.) to bluegill (Lepomia macrochirus) is reported to be 2-5

Lead is toxic to waterfowl.

MOBILITY:

Dissolved lead may migrate through soil.

PERSISTANCE/DEGRAPABILITY: Lead may persist and accumulate in the environment. Chromium, BCF = 10 after 24 days in trout.

BICACCUMULATION:

13. DISPOSAL CONSIDERATIONS

If this product becomes a waste, it DOES NOT mest the criteria of a hazardous waste as defined under 40 CFR 261, in that it does not exhibit the characteristics of hazardous waste of Subpart C.



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nor is it listed as a hazardous waste under Subpart D. Care must be taken to prevent environmental contamination from the use of this material. The user of this material has the responsibility to dispose of unused material, residues and containers in compliance with all relevant local, state and federal laws and regulations regarding treatment, storage and disposal for hazardous and non-hazardous wastes. This product may be a candidate for metal reclamation.

14. TRANSPORT INFORMATION

| | U.S. DOT | RID/ADR | IMDG | ATAI | OMI | Canada TDG |
|-----------------------|----------|---------|---------|---------|-----|---------------|
| PROPER SHIPPING NAME: | | | Not rec | rulated | | |
| HAZARD CLASS: | | | | | | |
| UN NO. : | | | | | | |
| PACKING GROUP: | | | | | | |
| LABEL: | | | • | | | |
| REPORTABLE QUANTITY: | | | | | | |
| | | | | | | |

15. REGULATORY INFORMATION

US FEDERAL

| TSCA | The components of inventory. | this product | are liste | d on the Toxic | Substance Control Act | |
|--------------------|--|--------------------------|-----------|----------------|-----------------------|--|
| CERCLA | Sinc, R.O. = 1000 lbs.; Copper, R.Q. = 5000 lbs.; Chromium, R.Q. = 5000 lbs.; Lead, R.Q. = 10 lbs.; Nickel, R.Q. = 100 lbs.; Silver, R.Q. = 1000 lbs. (No reporting is required if diameter of the pieces of metal is equal to or exceeds 100 micrometers (0.004 inches). | | | | | |
| SARA 313: | Copper, Cobalt, C | | | fume or dust). | Lead. Silver | |
| SARA 313 Hazard | Health: | Acute - | Fire: | Reactivity: | Release of Pressure: | |
| Class: | For dust or fume only | Yes, Chronic - Yes | None | None | None | |
| SARA 302 EKS List: | None of the compo | ments of this | product a | re listed. | | |

STATE RIGHT-TO-KNOW STATUS

| Component | *CA Prop. 65 | New Jersey | Pennsylvania | Massachusetts | Michigan |
|---------------------------|--------------|------------|--------------|---------------|------------|
| Copper | Not listed | X | X | Х | X |
| Iran | Not listed | Fot listed | Not listed | Not listed | Not listed |
| Zinc | Not listed | X | Not listed | X | X |
| Cobelt | X | × | X | - X | X |
| Chromium (not hexavelent) | Not listed | X | х | - X | X |
| Tin | Not listed | Not listed | Х | х | Not listed |
| Nickel | X | X | Х | X | × |
| Titanium _ | Not listed | Not listed | Not listed | Not listed | Not listed |
| Lead | X | Х | × | X | × |
| Silver | Not listed | Х | X | Х . | <u>x</u> |
| Silicon | Not listed | Not listed | × | Х | Not listed |
| Magnasium | Not listed | Not listed | X | Not listed | Not listed |

[&]quot;WARNING: This product contains detectable amounts of a chemical(s) known to the State of California to cause cancer and/or birth defects or other reproductive harm."

EUROPEAN REGULATIONS

Because this material contains nickel at > 0.15, lesd and cobalt at > 0.25, this material is classified as Xn, Harmful. However, this material in its massive solid form is not required to be labeled under EC regulations.

German WGK Classification: Unknown



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CANADIAN REGULATIONS

DSL LIST:

The components of this product are on the DSL or are exempt from reporting under the

New Substances Notification Regulations.

IDL:

Cobalt, Copper, Tin, Nickel, Lead, Chromium, Silver

WHMIS:

This product is considered to be a manufactured article and therefore not subject to

WHMIS requirements.

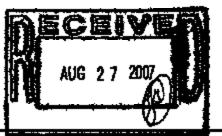
16. OTHER INFORMATION

PREPARED BY: Olin Brass and Winchester, Inc.

NOTICE: THE INFORMATION IN THIS MEDS SHOULD BE PROVIDED TO ALL WHO WILL USE, HANDLE, STORE,
TRANSPORT, OR OTHERWISE BE EXPOSED TO THIS PRODUCT. THIS INFORMATION HAS BEEN PREPARED FOR THE
GUIDANCE OF PLANT ENGINEERING, OPERATIONS AND MANAGEMENT AND FOR PERSONS WORKING WITH OR HANDLING
THIS PRODUCT. OLIN BELIEVES THIS INFORMATION TO BE RELIABLE AND CURRENT AS OF THE DATE OF
PUBLICATION, BUT MAKES NO WARRANTY THAT IT IS.

3 4







Olin MSDS No.: 0010.0001

Revision No.: 9

Revision Date: 1/1/07

Supercedes: 1/1/06

1. PRODUCT AND COMPANY IDENTIFICATION

510 ALLOY

Product Name:

PHOSPHOR BRONZE ALLOYS

Chemical Name:

Metal Alloy

Synonyas:

Copper Tin Phosphorus Alloys, UNE/CDA Alloy Nos. C50000 - C52999

Chemical Family:

Copper

Formula: Product Use: Not applicable - mixture Metallurgical Products

COMPANY ADDRESS

MSDS Control Group

TECHNICAL

EMERGENCY TELEPHONE NUMBER:

Olin Brass and Winchester

INFORMATION: 618-258-3507 1-888-2891-911

427 North Shamrock St. East Alton, IL 62024-

1197

www.olinbrass.com olinmsds@olin.com

COMPOSITION/INFORMATION ON INCREDIENTS

| CAS Number | Compenents | % By Weight | EINECS/ ELINCS | EU Classification | |
|------------|------------|-------------|----------------|--------------------------|----------|
| | - | | ₽ P | \$ymbol | R-Phrase |
| 7440-50-8 | Copper | 89 - 99 | 231-159-6 | None | Mone |
| 7440-31-5 | T1n | 0.5 - 11 | 231-141-B | None | None |
| 7440-48-4 | Cobalt | 0 - 0.15 | 231-158-0 | Χn | R 42/43 |
| 7440-66-6 | Zinc | 0 - 3.0 | 231-175-3 | f (as dust or powder) | R 15-17 |
| 7440-02-0 | Nickel | 0 - 0.4 | 231-111-4 | ĒΧ | R 40-43 |

OSHA REGULATORY STATUS:

In solid form, not hazardous. Dust or fume: carcinogen, irritant, lung toxin, sensitizer

this material is not hazardous. Dust and fumes are In solid form, hazardous materials.

HAZARDS IDENTIFICATION

WARNING!

EXPOSURE TO DUST OR FUMES CAN CAUSE BYE, SKIN AND RESPIRATORY TRACT TRAITATION. EXPOSURE TO DUST OR FUMES CAN CAUSE RESPIRATORY SYSTEM DAMAGE. HAY CAUSE AN ALLERGIC SKIN AND/OR RESPIRATORY REACTION. CONTAINS NATERIALS WHICH MAY CAUSE CARCER. USE ONLY WITH ADEQUATE VENTILATION. AVOID CONTACT WITH EYES, SKIN AND CLOTHING. WASH THOROUGHLY AFTER HANDLING.

RAZARD RATINGS (for dust or fume) Hazardops Materials Identification System (HMIS)

Degree of hazard (0 = 10w, 4 = extreme)

Flammability: 0 Health: 2*

Physical Hazard:

None

National Fire Protection Association Mixture. Not rated. (NFPA)

HUMAN THRESHOLD RESPONSE DATA

Odor Threshold:

Unknown

Irritation Threshold:

Unknown

Immediately Dangerous to Life or Realth (IDLH) Value(s):

The IDLH for this product is not known. The IDLH for copper and tin is 100 mg/m 3 . The IDLH for nickel is 10 mg/m3. The IDLH for cobalt is 20 mg/m3.

> Oster MSDS: # 062 Location Used: AF 9

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POTENTIAL HEALTH EFFECTS

ACUTE EFFECTS

Eye:

Dust or fume can cause irritation consisting of redness, swelling, and pain. May

cause conjunctivitis with repeated exposures.

Skin:

Naterial not expected to be absorbed through the okin. Contact with dust may cause

mild irritation consisting of redness and/or swelling.

Inhalation:

Harmful if inhaled. Inhalation of high concentrations of powder, chist, or fume may cause severe respiratory and masel irritation, coughing, and difficulty breathing. Inhalation of high concentrations of metallic copper dusts or fumes may cause masel irritation and/or nausea, vomiting and stomach pain. The metal fume may also produce influenza-like symptoms, known as metal fume fever. Symptoms of this reaction may include metallic taste, runny mose, nausea, fever and chills. These

effects usually disappear within 24 hours, but may be delayed in onset.

Inquestion: CHRONIC EFFECTS: Ingestion of large amounts of dust may cause nauses, diarrhes and or stomach pain. Prolonged or repeated skin contact with dust may cause more severe irritation or dermatitis. Prolonged or repeated inhalation of dust or fume may cause more severe irritation and possibly lung damage. Chronic exposure to dust or fume may also lead to the development of permanent, severe, obstructive or Fibrotic lung disease characterized by coughing, wheezing, and shortness of breath. Repeated exposure may cause an allergic skin reaction consisting of itching, redness, swelling, and rash or urticaria (hives) in sensitized individuals. Prolonged or repeated inhalation of dust or fume may cause an allergic type of asthme reaction characterized by wheezing, coughing, and extreme breathing difficulty in sensitized individuals. Ingestion of large amounts of cobalt may affect the heart, but this type of exposurs is not anticipated under normal occupational conditions. Epidemiological studies in humans have shown an association between lung and masal cancers and prolonged occupational exposures to high concentrations of nickel.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: Exposure to dust or fume may aggravate an existing dermatitis, asthma, emphysema, or other respiratory disease.

POTENTIAL ENVIRONMENTAL EFFECTS:

None known. Product has not been tested for environmental properties.

4. FIRST AID MEASURES

EYE CONTACT:

Immediately flush out fume and that particles with large amounts of water for at least 15 minutes, occasionally lifting the upper and lower eyelids.

If eye irritation develops, call a physician at once.

SKIN CONTACT:

If exposed to dust or fumes, wash skin with plenty of water. Remove

contaminated clothing and shoes and launder before reuse. If skin

INHALATION:

irritation or rash develops and persists or recurs, get medical attention. If symptoms of lung irritation occur (coughing, wheezing or breathing

difficulty), remove from exposure area to frash air immediately. If

breathing has stopped, perform artificial respiration. Keep affected person

warm and at rest. Get medical attention.

INGESTION:

Not a likely route of exposure for finished metal alloy. If dust is

ingested, immediately drink water to dilute. Consult a physician if symptoms

develop.

NOTE TO PHYSICIAMS:

There is no specific antidote to the active ingredients in this product, use

symptomatic treatment.

5. FIRE FIGHTING MEASURES

| PROPERTY | VALUE | PROPERTY | VALUE |
|-------------------|------------|---|----------------|
| Explosive | | Flarmable | No |
| Combustible | | Pyrophoric | No |
| flash Foint ("C): | Not | Burning Rate of Material: | Not applicable |
| | applicable | | |
| Lower Explosive | Not | Autoignition Temp.: | Not applicable |
| | applicable | | |
| Upper Explosive | | Flammability Classification: (defined by 29 | |
| Limit: | applicable | CFR 1910.1200) | |

UNUSUAL FIRE AND EXPLOSION HAZARDS: Dust may cause an ignitable and/or an explosive atmosphere.



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EXTINGUISHING MEDIA:

For localized powder fires, smother with dry sand, dry dolomite, sodium chloride or soda ash. Use fireextinguishing media appropriate to fight surrounding fire. None required.

SPECIAL FIREFIGHTING PROCEDURES:

6. ACCIDENTAL RELEASE MEASURES

FOR ALL TRANSPORTATION ACCIDENTS, CALL CHEMENEC AT 800-424-9300. In dust form, this product may be an explosion hazard. Remove all sources of ignition. Dust of fume may be suppressed by the use of a local exhaust system. Dispose of per guidelines under Section 13, WASTE DISPOSAL.

HANDLING AND STORAGE

HANDLING: STORAGE:

Avoid dispersion of dust in air.

Shelf Life Limitations: None known. Incompatible Materials for None known.

or Transport:

Packaging: Incompatible Materials for Storage

None known.

OTHER PRECAUTIONS:

Do not shake clothing, rags or other items to remove dust. Dust should be removed by washing or HEPA vacuuming.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

| CAS # | CHEMICAL NAME | ACGIH TLV | OSHA PEL | INTERNATIONAL CELS |
|-----------|---------------|--|--|---|
| 7440-50-8 | Соррег | O.2 mg/m ³ (fuma), I mg/m ³ (dusts and mists) | 0.1mg/m ² (fume) 1 mg/m ² (dusts and mists) | Austria, Belgium, Canada: 0.2 mg/m² (fumes), 1 mg/m² (dusts) Danmark: 1.0 mg/m² (dust and powder) Gezmany (MAK): 0.1 mg/m² (fume), 1 mg/m² (dusts and mists) |
| 7440-31-5 | Tín | 2 mg/m² | 2 mg/m² | U.K. (LTEL): 5 mg/m ² Austria & Germany (MAK), Belgium, Finland, Denmark, The Netherlands, Poland, Switzerland: 2 mg/m ² Hungary, Morwey: 1 mg/m ³ |
| 7440-48-4 | Cobalt | 0.02 mg/m³ | D.1 mg/m³ | Austria: Group A2 carcinogen, skin i resp. sensitizer Canada (BC): 0.02 mg/m³, K3, 2, A Canada (Alberta & others): 0.05 mg/m³ Denmark: 0.02 mg/m³ Germany: MAK - 2 (Sah) |
| 7440-66-6 | 7 inc | None established | None established | None established |
| 7440-02-0 | Nicke1 | 1.5 mg/m' (inhalable) | 1 mg/π' | Germany, MAK = 1 mg/m ² Canada (B.C.), Czechoslovakia, Demmark, Morway = 0.05 mg/m ² , Kl, sensitizer Poland = 0.25 mg/m ² Ireland, Sweden, Switzerland, U.K. = 0.5 mg/m ² Belgium, Canada (Alberta & others), Finland, Japan, Mexico, Wetherlands = 1 mg/m ² Portugal = 1.5 mg/m ² |

If this product is heated and fumes are generated, sinc oxide fumes could be formed. The ACGIN TLV and OSHA PEL for zinc oxide fume is 5 mg/m'.

ENGINEERING CONTROLS:

Local exhaust ventilation is recommended if significant dusting occurs or fumes are generated. Otherwise, use general exhaust

ventilation.

EYE / FACE PROTECTION:

SKIN PROTECTION:

Use safety glasses.

Wear impervious (cut-resistant) gloves and other protective clothing (aprone, coveralls) as appropriate to prevent skin contact when using this product. If generating a dust, wash thoroughly after handling, especially before eating, drinking, or smoking.



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Respiratory protection not normally needed. If dusting occurs RESPIRATORY PROTECTION:

or fumes are generated above the FEL/TLV, use a NIOSH-approved half-face or full-face respirator equipped with High Efficiency

Particulate (HEPA) filter cartridges.

GENERAL HYGIENE CONSIDERATIONS: Do not eat, drink, or smoke while using this product in dust

form.

9. PHYSICAL AND CHEMICAL PROPERTIES

| PROP E RTY | VALUE | PROPERTY | VALUE |
|------------------------------|-----------------------------|--------------------------|-----------------------------------|
| Appearance: | Red metallic | Vapor Density (air = 1): | Not applicable |
| Odor: | None | Boiling Point ("F): | No data |
| Holecular Weight: | Not applicable - Mixture | | L:1000 - 1075°C (1830- 1970°F) |
| | | | S:845-1035°C (1550- 1900°P) |
| Physical State: | | Specific gravity (g/cc): | 8.84 |
| pR: | Not applicable | Bulk Density | |
| Vapor Pressure (mm Hg): | Not applicable | Viscosity (cps): | Not applicable |
| Vapor Density | Not applicable | Decomposition | Not applicable |
| 1 | | Temperature: | |
| Solubility in Water (20 °C): | Negligible | Evaporation Rate: | Not Applicable |
| Volatiles, Percent by | Not applicable | Octanol/water partition | Unknown |
| volume: | | coefficient: | |

10. STABILITY AND REACTIVITY

Stable under normal temperatures and pressure. STABILITY:

CONDITIONS TO AVOID: Not affected by mechanical impact or shock or by electrical

discharge.

MATERIALS TO AVOID: Acetylene, chlorine

When heated to decomposition, may produce metal oxides and fumes. Inhalation of high concentrations of metal fumes may cause a HAZAR DOUS DECOMPOSITION

PRODUCTS:

condition known as "metal fume fever" which is characterized by

flu-like symptoms.

HAZARDOUS POLYMERIZATION: Will not occur.

11. TOXICOLOGICAL INFORMATION

POTENTIAL EXPOSURE ROUTES: For dust: ingestion, inhalation, and eye contact. For fume: inhalation and eye contact. The finished alloy metal is not hazardous.

. ACUTE ANIMAL TOXICITY DATA:

| For Product | : (dust or fume): | | For Components | | | | | | | | | |
|--------------------------------|---|---|---|--------------|---------|--|--|--|--|--|--|--|
| | | Copper | Cobalt | Zinc | Tin | Nickel | | | | | | |
| Oral LD ₅₀ | Believed to be moderately toxic | 3.5 mg/kg (mouse, intra- peritoneal) | 6.171 g/kg (rat) | No data | No data | > 5 g/kg (rat) | | | | | | |
| Dermaî LD ₁₀ | Helieved to be > 2 g/kg | 375 mg/kg (rabbit, subcutaneous) | No data | Mo data | No data | > 7.5 g/kg (rabbit subcutaneous) | | | | | | |
| Inhalation IC ₉₀ | Believed to be alightly to moderately toxic | No data | 165 mg/m' (30-min., rat, cobelt oxides) | No data | No data | > 12 mg/kg (rat, intra- tracheal) | | | | | | |
| Irritation | Believed to be a respiratory irritant | Respiratory irritant | Respiratory irritent, skin and respiratory sensitizer | Eye irritant | No data | Respiratory irritant, skin sensitizer | | | | | | |

SUBCHRONIC/ CHRONIC TOXICITY:

No information for product.



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MUTAGENICITY:

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CARCINOGENICITY:

IARC lists cobalt and cobalt compounds as possibly carcinogenic to humans, Group 2B. In laboratory animal studies, chronic exposure to high concentrations of nickel has caused an increase in lung and masal tumors. The International Agency for Research on Cancer (IARC) has classified nickel as possibly carcinoganic to humans, group 2B. The National Toxicology Program (NTP) classifies nickel as a known human carcinogen. This product is not known or reported to be mutagenic. Nickel has been shown to be mutagenic in in vitro studies.

REPRODUCTIVE, TERATOGENICITY, OR This product is not known or reported to cause reproductive or developmental effects. Exposure of male rats to high concentrations of nickel caused testicular degeneration. However, symptoms of systemic toxicity, including severe weight loss, were also observed at the same concentrations indicating that the testicular effects were secondary to the frank

toxicity.

NEUROLOGICAL EFFECTS:

DEVELOPMENTAL EFFECTS:

This product is not known or reported to cause neurological effects,

INTERACTIONS WITH OTHER CHEMICALS

WHICH ENHANCE TOXICITY:

None known or reported.

12. ECOLOGICAL INFORMATION

ECOTOXICITY: No data is available on this product. Individual constituents are as follows:

Copper: The toxicity of copper to aquatic organisms varies significantly not only

with the species, but also with the physical and chemical characteristics of the water, such as its temperature, hardness, turbidity and carbon diaxide content. Copper concentrations varying from 0.1 to 1.0 mg/l have been found by various investigators to be not toxic for most fish,

However, concentrations of 0.015 to 3.0 mg/l have been reported as toxic, particularly in soft water to many kinds of fish, crustaceans, mollusks,

insects, and plankton.

95 hr LC₅₀, rainbow trout =31.7 mg/L; 96 hr LC₅₀, fathead minnow = 3.1 mg/L; 72 hr EC₅₀, freshwater algae (4 species): = 0.1 mg/L; 96 hr LC₅₀, Nickel:

Daphnia = 0.51 mg/L

MOBILITY: No data

PERSISTANCS/DEGRADABILITY: No data BIOACCUMULATION: No data

13. DISPOSAL CONSIDERATIONS

If this product becomes a waste, it DDES NOT meet the criteria of a hazardous waste as defined under 40 CFR 261, in that it does not exhibit the characteristics of hazardous waste of Subpart C, nor is it listed as a mazardous waste under Subpart D. Care must be taken to prevent environmental contamination from the use of this material. The user of this material has the responsibility to dispose of unused material, residues and containers in compliance with all relevant local, state and federal laws and regulations regarding treatment, storage and disposal for hazardous and nonhazardous wastes. This product may be a candidate for metal reclamation.



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14. TRANSPORT INFORMATION

| | D.S. | DOT | RID/ADR | IMOG | | IATA | . i. | IMO | Canada Ti | DG |
|-----------------------|------|-----|---------|----------|-------|-------|------|-----|-----------|----|
| PROPER SHIPPING NAME: | | | | Not | regu. | lated | | | | |
| HABARD CLASS: | | | | | | | | | | |
| UN NO .: | | | | | | | | | | |
| PACKING GROUP: | | | | | | | | | | |
| LABEL: | | | | | | | | | | |
| REPOR TABLE QUANTITY: | | | | | | | | | | |
| | | | | | | | | | | |

15. REGULATORY INFORMATION

US FEDERAL

| TSCA | inventory. | • | | | Substance Control Act |
|---------------------------|--|-------------------------------------|-----------------------|-----------------------------|--|
| CERCLA: | reporting is requested and reporting is requested and reporting is requested as requested as reporting is requested as reporting is requested as reporting is requested as req | ired if diame meters (0.004 | eter of the inches). | pieces of meta | , R.Q. = 1000 lbs. No al is equal to or |
| SARA 313: | Copper, Cobalt, N | ickel, Zinc | fume or du | st} | ··· |
| SARA 313 Hazard Class: | Health: For dust or fume only | Acute - Yes, Chronic - Yes | <u>Fire</u> : None | <u>Reactivity</u> : None | Release of Pressure: None |
| SARA 302 EHS List: | None of the compo | ments of this | product a | re listed. | |

RQ - Reportable Quantity

STATE RIGHT-TO-KNOW STATUS

| Component | *CA Prop. 65 | New Jersey | Pennsylvania | Massachusetts | Michigan |
|-----------|--------------|------------|--------------|---------------|------------|
| Copper | Not listed | X | Х | Х | X |
| Tìn | Not listed | Not listed | Х | X | Not listed |
| Zìnc | Not listed | X | Not listed | X | X |
| Cobalt | X | X | Х | X | X |
| Nickel | X | X | х | X | X |

[&]quot;WARNING: This product contains detectable amounts of a chemical(s) known to the State of California to cause cancer and/or birth defects or other reproductive harm."

EUROPEAN REGULATIONS

Because this material contains nickel at > 0.1%, and cobalt at > 0.2%, this material is classified as An, Harmful. However, this material in its massive solid form is not required to be labeled under EC requisitions.

German WGK Classification: Unknown

CANADIAN REGULATIONS

DŞL LIST:

The components of this product are on the DSL or are exempt from reporting under the

New Substances Notification Regulations.

IDL:

Copper, Cobalt, Nickel

WHMIS: This product is considered to be a manufactured article and therefore not subject to

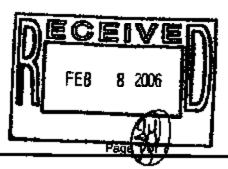
WHMIS requirements.

16. OTHER INFORMATION

PREPARED BY: Olin Brass and Winchester, Inc.

HOTICE: THE INFORMATION IN TELS MSDS SHOULD BE PROVIDED TO ALL WHO WILL USE, HANDLE, STORE, TRANSPORT, OR OTHERWISE BE EXPOSED TO THIS PRODUCT. THIS INFORMATION HAS BEEN PREPARED FOR THE GUIDANCE OF FLANT ENGINEERING, OPERATIONS AND MANAGEMENT AND FOR PERSONS WORKING WITH OR HANDLING THIS PRODUCT. OLIN BELIEVES THIS INFORMATION TO BE RELIABLE AND CURRENT AS OF THE DATE OF PUBLICATION, BUT MAKES NO WARRANTY THAT IT IS.





MATERIAL SAFETY DATA SHEER

Clin MSDS No.: 00018,0001

Revision No.: B

Revision Date:

Supercedes: 1/1/04

PRODUCT AND COMPANY IDENTIFICATION

Product Name;

STAINLESS STEEL ALLOT

Chemical Name:

Metal Alloy

Synonyma: Chemical Family: Stainless Steel Alloys

Formula:

Matal/Nixture

Product Use:

Not applicable - mixture Metallurgical Products

COMPANY ADDRESS

MSDS Control Group

TECHNICAL

EMERGENCY TELEPHONE NUMBER;

Olin Brass and

INFORMATION: 618-258-3507

1-888-2891-911

Winchester 427 North Shamrock St.

East Alton, IL 62024 - .

1197

www.olimbrass.com olimads@olin.com

COMPOSITION/INFORMATION ON INGREDIENTS

| CAS Number | Components | * By Weight | EINBCS/ ELINCS | ≌U Clas | sification |
|------------|----------------------------------|-------------|----------------|---------|------------|
| _ | | | | Symbol | R-Phrase |
| 7440-47-3 | Chrowium (non- hexavalent) | 16 - 30 | 231-157-5 | None | Kona |
| 7439-89-6 | Iron | 1 - 33 | 231-096-4 | None | None |
| 7439-98-7 | Molybdenum | 1 - 5 | 231-107-2 | None | None |
| 7439-96-5 | Manganese | 1 - 5 | 231-105-1 | None | None |
| 7440-02-0 | Nickel | 6 - 25 | 231-111-4 | Xn | R 40-43 |
| 7440-21-3 | Silicon | 0.15- 2 | 231-130-8 | None | None |

OSHA REGULATORY STATUS:

In solid form, not hazardous. Dust or fume: carcinogen, irritant, lung toxin, neurotoxin, sensitizer

In solid form, this material is not hazardous. Dust and fumes are hazerdous materials.

HAZARDS IDENTIFICATION 3.

WARNING!

EXPOSURE TO DUST OR FUNES CAN CAUSE ETE, SKIN AND RESPIRATORY TRACT PRITATION. EXPOSURE TO DUST OR FUMES CAN CAUSE RESPIRATORY SYSTEM DAMAGE. CONTAINS A MATERIAL WHICH MAY CAUSE NERVOUS SYSTEM EFFECTS. MAY CAUSE AN ALLERGIC SKIE AND/OR RESPIRATORY REACTION. CONTAINS A MATERIAL WHICH MAY CAUSE CANCER. USE ONLY WITH ADEQUATE VENTILATION. AVOID CONTACT WITH EYES, SKIN AND CLOTHING. WASH THOROUGHLY AFTER HANDLING.

HAZARD RATINGS (for dust or fume) Mazardous Materials Identification

Degree of bazard (0 = low, 4 = extreme)

Wealth: 2*

Flammability: 0

Physical Bazard:

None

System (HMIS) National Fire Protection Association Mixture. Not rated.

(NPFA)

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FIRE FIGHTING MEASURES

| PROPERTY | | PROPERTY | VALUE |
|---------------------------|-------------------|---|----------------|
| Explosive | | Planmable | No |
| Combustible | | Pyrophoric | No |
| Flask Point (7C): | Not applicable | Surning Rate of Material: | Not applicable |
| Lower Explosive Limit: | Not applicable | Autoigaition Temp.: | Not applicable |
| Uppar Explosive Limit: | Not applicable | Flammability Classification: (defined by 29 CFR 1910.1200) | Not applicable |

UNUSUAL FIRE AND EXPLOSION HAZARDS:

EXTINGUISHING MEDIA:

Dust may cause an ignitable and/or an explosive atmosphere. For localized powder fires, smother with dry sand, dry dolomite, sodium chloride or soda ash. Use fireextinguishing media appropriate to fight surrounding fire.

SPECIAL PIREPIGHTING PROCEDURES:

ACCIDENTAL RELEASE MEASURES

FOR ALL TRANSPORTATION ACCIDENTS, CALL CHEMTREC AT 800-424-9300. In dust form, this product may be an explosion hazard. Remove all sources of ignition. Dust of tune may be suppressed by the use of a local exhaust system. Dispose of per guidelines under Section 13, WASTE DISPOSAL.

None required.

None known.

HANDLING AND STORAGE

HANDLING:

STORAGE:

Avoid dispersion of dust in air.

No special requirements.

Shelf Life Limitations: Incompatible Materials for None known.

Packaging:

Incompatible Materials for Storage None known.

or Transport:

OTHER PRECAUTIONS:

Do not shake clothing, rags or other items to ramove dust. Dust should be removed by washing or REPA vacuuming.

EXPOSURE CONTROLS/PERSONAL PROTECTION

| CAS # | CHEMICAL NAME | ACGIH TLV | OSHA PEL | INTERNATIONAL DELS |
|-----------|----------------------------------|--|----------------------|--|
| 7440-47-3 | Chromium (non- hexavalent) | 0.5 mg/m⁴ | 1 mg/m³ | Belgium, Denmark, France, Japan, Retherlands, Swedon, U.K 0.5 mg/m ³ Finland - 0.1 mg/m ³ |
| 7440-02-0 | Níckel | 1.5 mg/m² (inhalable) | 1 mg/w | Germany, MAK = 1 mg/m² Canada (B.C.), Czechoslovakia, Denmark, Norway = 0.05 mg/m², Kl, sensitizer Poland = 0.25 mg/m³ Ireland, Sweden, Switzerland, U.K. = 0.5 mg/m³ Belgium, Canada (Alberta & others), Finland, Japan, Mexico, Netherlands = 1 mg/m³ Portugal = 1.5 mg/m³ |
| 7439-89-6 | Iron | None established | None established | None established |
| 7439-98-7 | Molybdemum | 10 mg/m² (inhalable) 3 mg/m² (respirable) | None established | Nome established |
| 7439-96-5 | Mangane se | 0.2 mg/m² | Ceiling - 5 mg/m² | Belgium, Danmark, Finland, France, Switzerland, U.K 1 mg/m ³ Sweden - 2.5 mg/m ³ Germany (MAX) - 0.5 mg/m ³ |
| 7440-21-3 | Silicon* | 10 mg/m | 15 mg/m ³ | Belgium, Denmark, France, |



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ACUTE INIMAL TOXICITY DATA:

| For Product: | | For Components | | | | | | | | |
|--------------------------|---|---|----------------------|------------|--|--------------------------------|---|--|--|--|
| | | Chromium | Iron | Molybdamum | Nickel | Manganese | Silicon | | | |
| Oral Logo | Believed to be > S g/kg | 27.5 mg/kg (rat) | 30 g/kg (rat) | No data | > 5 g/kg (rat) | 9 g/kg (rat) | 3.16 g/kg (rat) | | | |
| Derma 1 LD ₅₀ | Believed to be > 2 g/kg | No data | No data | No data | > 7.5 g/kg (rabbit subcutan- eous) | No data | No data | | | |
| Inhal Stion | Helieved to be slightly to moderately toxic | 87 og/m² (4 hrs, rat) | No data | No data | > 12 mg/kg {rat, intratre- cheal} | No data | No data | | | |
| Irritation | Bye and respiratory irritant | Respira- tory and nasal irritant | Eye irri- tant | No data | Respira- tory irritant, skin sensiti- ter | Mild skin 4 eye irritant | Eye, skin, respire- tory irritant | | | |

SUBCHRONIC/ CHRONIC TOXICITY:

No information for product.

CARCINOGENICITY:

In laboratory animal studies, chronic exposure to high concentrations of nickel has caused an increase in lung and massl tumors. The International Agency for Research on Cancer (IARC) has classified nickel as possibly carcinogenic to humans, group 2B. The National Toxicology Program (MTP) classifies mickel as a known human carcinogen.

MUTAGENICITY:

This product is not known or reported to be mutagenic. Nickel

REPRODUCTIVE, TERATOGENICITY, OR DEVELOPMENTAL REFECTS:

has been shown to be mutagenic in in vitro studies. This product is not known or reported to cause reproductive or

developmental effects. Exposure of male rats to high concentrations of mickel caused testicular degeneration.

NEUROLOGICAL REFECTS:

However, symptoms of systemic toxicity including severe weight loss, were also observed at the same concentrations indicating that the testicular effects were secondary to the frank toxicity.

This product is not know or reported to cause neurological effects. Chronic exposure to very high concentrations of manganese dust has caused nervous system effects including muscle

weakness, tremors, and behavioral changes in humans.

INTERACTIONS WITH OTHER CHEMICALS WHICH ENHANCE TOXICITY:

Mone known or reported.

12. ECOLOGICAL INFORMATION

SCOTOXICITY: No data is available on this product. Individual constituents are as follows:

Nickel:

96 hr LC:, rainbow trout =31.7 mg/L; 96 hr LC:, fathead minnow = 3.1

mg/L; 72 hr EC30, freshwater algae (4 species): = 0.1 mg/L; 96 hr LC40,

Daphnia = 0. SI mg/L

<u>Chromi</u>um:

Daphnia magna, 48 hr. $LC_{56} = 0.022 \text{ mg/L}$; Pathead minnow, 96 hr $LC_{56} = 39$

mg/L

No data

PERSISTANCE/DEGRADABILITY: No data

BIOACCUMULATION:

Chromium, BCF = 10 after 24 days in trout.

a., <u>t</u>

Pege 6 of 7

13. DISPOSAL CONSIDERATIONS

If this product becomes a waste, it DOES NOT meet the criteria of a hazardous waste as defined under 40 CFR 261, in that it does not exhibit the characteristics of hazardous waste of Subpart C. nor is it listed as a hazardous waste under Subpart D. Care must be taken to prevent environmental contamination from the use of this meterial. The user of this material has the responsibility to dispose of unused material, residues and containers in compliance with all relevant local, state and Federal laws and regulations regarding treatment, storage and disposal for hazardous and non-hazardous wastes. This product may be a candidate for metal reclamation.

14. TRANSPORT INFORMATION

| PROPER SHIPPING NAME: | U.5. | DOT | RID/ADR | _1_ | IMDG | | IATA | . 1 | IMO | Canada | TDG |
|---------------------------|------|-----|---------|-----|-------|-------|------|-----|-----|--------|-----|
| HAZARD CLASS: | | | | | Not 1 | egula | ted | | | | |
| UN NO.: PACKING GROUP: | | | | | | | | | | | |
| LABEL: | | | | | | | | | | | 1 |
| REPORTABLE QUANTITY: | | | | | | | | | | | |
| | | | | | | | | | | | - 1 |

15. RECULATORY INFORMATION

US FEDERAL

| TSCA | The components of this product are listed on the Toxic Substance Control Adiabatance Control Adiabatance |
|---------------------------|---|
| CERCLA : | Nickel, R.Q. = 100 lbs; Chromium, R.Q. = 5000 lbs. (No reporting is require if diameter of the pieces of metal is equal to or exceeds 100 micrometers (0.004 inches). |
| SARA 313: | Nickel, Chromium, Manganese |
| SARA 313 Hazard Class: | Health: Arute - Fire: Reactivity: Release of Pressure For dust or fume Yes, None None None Only Chronic - Yes |
| SARA 302 ERS List: | None of the components of this product are listed. |

NO - Reportable Quantity

STATE RIGHT-TO-KNOW STATUS

| Component | *CA Prop. 65 | T 1500 7 | | | |
|--|---------------|------------|--------------|---------------|-------------|
| Wickel | - CA 21CD, 63 | New Jersey | Pennsylvania | Massachusetts | Michigan |
| <u></u> | X . | × | _ x | x | x |
| Chromium (non-nexavalent) | Not listed | * | <u> </u> | <u> </u> | |
| Iron | Not listed | Not listed | Not listed | Not listed | N=1 11 - 1 |
| Molybdenum | Not listed | Not listed | 1-00 ATACEG | NGC 118E8G | Not listed |
| Kanganese | | MOE TIRCEG | X | X | Not listed |
| | Not listed | X | Х | × | Not listed |
| Silicon | Not listed | Not listed | X | 7 | Not listed |
| A MUNICIPAL PROPERTY OF THE PR | | | | | MOC TIREGO |

 [&]quot;MARNING: This product contains detectable amounts of a chemical(s) known to the State of California to cause cancer and/or birth defects or other reproductive harm."

BURGPEAN REGULATIONS

This material is classified as: Xn, Harmful. However, this material in its massive solid form is not required to be labeled under EC regulations.

German WGK Classification: Unknown

CANADIAN REGULATIONS

DSL LIST:

The components of this product are on the DSL or are exampt from reporting under the New Substances Notification Regulations.

IDL:

Nickel, Chromium, Manganese, Molybdenum

printed 04/20/2010 1:21PM by epa4267 p. 244/288

-CHEMETCO CHICAGO WAREHOUSE 1-(880) 444-5564

| , | • | • | | | 2306 | D | 1/03/00 |
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| IN | | | | | | | |
| ± 1.14 | | TINNED CU WIRE / | | | E 61.00 | | 6, 074. ; |
| FIN | 689031 | TIN PLATED 70/30 | SHOVEL | 6178#. | C 52.00 | 010300 | 3, 212. ! |

METALSTAMP 24219 S.NOTHERN ILLINOIS DR. CHANNAHON IL 60410 0000 \$23,647.

CHEMETCO CHICAGO WAREHOUSE 1-1800) 444-5564

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METALSTAMP 24219 S. NOTHERN ILLINGIS DR. ĮL CHANNAHON 60410 0000

\$23,64

CHEMETCO, INC. 1-(800)444-5584 CHICAGO WAREHOUSE

Commerce Bank* Harrital, Miranci

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24219 S. NOTHERN ILLINOIS DR. IL .

CHANNAHON

AUTHORIZED SIGNATURE

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DESIGN . STAMPINGS . TOOLING

24219 NORTHERN ILLINOIS DR. . CHANNAHON, IL 60410 . 815-467-7800

| Customer' Order No. | 5 | Date | 12-30 | 1999 |
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24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

| Customer's Order No. | | | | Date | 12-30 | 1999 |
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From the desk of

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Telephone 815/457-7600 - FAX 816/467-7638

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METALSTAMP 24219 S.NOTHERN ILLINOIS DR. CHANNAHON IL 60410 0000

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METALSTAMP 24219 S.NOTHERN ILLINOIS DR. CHANNAHON IL 60410 0000 \$22,181.0

CHEMETCO, INC. 1-(800)444-5584 Commerce Bank** CHICAGO WAREHOUSE Hearthal Missouri No. **# 23587** 1/05/00 DATE ***22, 181. **0**4 ***22, 181.04** METALSTAMP TOTHE 24219.5. NOTHERN ILLINDIS DR. ORDER. CHANNAHON 60410 0000 3507036846 🖔 #023587# #081500493#*



DESIGN + STAMPINGS = TOOLING

24219 NORTHERN ILLINOIS DR. . CHANNAHON, IL 60410 . R15-467-7000

| Customer | 's | . • CHANNAH | ON, IL 6041 | 0 • 815-467-78 |
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| Order No | | | | |
| Sold To | CHEMETCO | | | <u> 30 199</u> |
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24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

| Customer's Order No. | | Date | 12-30 | 1999 |
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CHEMETOO CHICAGO WAREHOUSE 1-7800 444-5564

METALSTAMP 24219 S.NOTHERN ILLINOIS DR. CHANNAHON IL 60410 0000 120, 186. 0

CHEMETCO, INC. 1-(800)444-5564 CHICAGO WAREHOUSE

Commerce Bank^{NA}

B0-49/01B

No.

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1/25/00

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TOTHE METALSTAMP CROSS 24219 S.NO.

24219 S.NOTHERN ILLINOIS DR.

CHANNAHON 60410 0000

ALITHOSOPO SIGNATURE

"O 23663" ":OA 1500493" 350202681" "E 236650"



DESIGN . STAMPINGS . TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 80410 • 815-467-7800

| Customer's Order No. | Date | / | 8 | 20 a |
|--|----------------|-------------|----------|---|
| Sold To CHEMETED | | | | |
| Address 16400 S. Lettelop | HALVEY I | <u>Z</u> 60 | 426 | |
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| Ship To | | | | • |
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| · I STAINLESS | 504 | | <u> </u> | · |
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| 4 / TIN PLATED 5 2290-21= | 510-8 | | <u> </u> | <u>†</u> |
| <u> </u> | 2219 W | | | ↓ |
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| 11 ALL PLATED | 194 | 2/17 | | <u> </u> |
| 12 /837-56= | 1781# | L.F | <u> </u> | . |
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| 33623 Rec'd By | | 4681-40 | | |



DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

| Customer's Order No. | | Date | 1-18 | 2000 |
|-------------------------|---------------------------------------|-----------------------|--------------------|-----------|
| Sold To | CHEMETCO | | | |
| | 16400 S. LATH RO | <u> </u> | | |
| | HARVEY , IL GO | | | |
| Ship Ta | · · · · · · · · · · · · · · · · · · · | | · · | |
| Address | | | | |
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| | 2245-69 = 2 | | | ; |
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| 3362 | 4 Rec'd By | | | |
| 630-58 | HHARIM GRAPHE & SUPPLY | JOLIET, N. 60424 | 1141 b- 140 | |

STRAIGHT BILL OF LADING STREET WITH STREET Intelessi - Not Hageliable GREAT LAKES TRANS Carrier's Cade (SCAC) Claric of Carrier) CELYSID, waited to test which by determined rates or constructs that have been agreed upon in writing the recent the currier and philipper. (If applicable, METALSTAMP, INC., are that the classification and rates that have been considered by the currier and an arealable to the shipper, on rejust; Date /-/8-00 From 24219 NORTHERN HUNOIS DR to properly described below, in separcial goal order, except an according of consents of partners unlessed, making any percent goal order, except an according of consents of partners, making, consignations for destination, and as a consent of the properly under the consent as consents and consents of partners of the properly which the consent as consents any percent are consents of the properly of the properly of the consents of the properly of the properly of the consents of the properly TORSION OF CHEMETCO ell er street stitume et exestyem – For pusposes af militaritee och: State IL To 60494 County Address + (Let On S. CATHROF At 15 to What is only whose address at address and generating builts provide to different terror tection HARVEY lects_ Milwing Confer Car or Vehicle Initials Subject to Section 7 of Conditions of applicable bill of Saling, if that shipment is to be delivered in the consignor without account on the consignor. The carrier shall say the following statement.

The carrier shall soft make delivery of this shipment without payment of freight and all other issued of charges. Olici of Postings, Resorption of Artifices, Special Mario, and Empirious Çheçk Gokutuk Per Etters 3*sxud*s NAPL 30760 CLASS 56 Consignor of Consignor) Freight charges are PKEPAID makes marked collect. CHECK BOX IF COLLECT CO. 05# 33623 Q p5# 33624 to apply in prepayment of the charges on the property described howers. Appator Code The signature less acknowledges only the agreed present.

If the abjunction moves between two points by a carrier by water, the law requires that the fell of belong time whether it is carrier's or phispen's weight.

NOTE - Where the case is dependent on value, shappens are required to date expectability in writing-that agreed or decigned value of the property, to appeal or decigned with a bands specifically stated by the objects to be not exceeding.

Jahrillay (Limitedon for loss or damage on this abigment may be applicable. See 49 U.S.C. § 1470\$(6)(1)(A) sight (B)

These of the CourseStand Freight Classification. The fibre leaves west for this bigment conform to the specifications set furth in the best staken to

2000 Agent, Per Caldain

and pubelies abbon of signer.

Carbeatess Specificat Forms ma, hac. Made in U.S.A. 44-301-Triplicate 44-302-Quadrupicate

Charge Advisor

† Subpects imprise in Site of stamps cost a part of BEB of Lading approved by the (personal Communication

FROM : COZZÍ IRON & METAL

, FAX ND. :

Date: 01/14/2000 Time: 3:34:02 PM

Jan. 17 2009 19:400M P2



CHOMPICKUP

FACSIMILE COVER PAGE

To: Jeff Cohen

Fax #: 1-773-650-6419

Company, Cozzi

From: Tom Skibinski

Fax #: 1-815-467-7864

Tel #: 815 487-7800

Subject

Sent: 01/14/2000 at 3:34:06 PM

Pages: 1 (including cover)

MESSAGE:

Please bid on the following load by Monday 1/17/00 4pm

Tin plated 638 6,396 lbs 7//1+ -66
Tin plated 6188 2,218 lbs 72//2+ -74
Tin plated 610 2,392 lbs 72//2+ -74
Stainless 304 2,876 lbs 33+ - 30

Tin plated 216 13,074 lbs 643/4 - 69 -

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1608,78 1726,95 948.7

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CHOMORO 9021.06

4221.36 1642.06 1762.68

862,50 17509.66

+ 1 BOX FORD EVAN SCRAPET

FORD CUMP

Winfax PRO COVOR Page

printed 04/20/2010 1:21PM by epa4267 p. 261/288

CHEMETCO CHICAGO WAREHOUSE 1-(800) 444-5584

£3£9**6**

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WT/UNT PRICE CARRIER

AMOUNT

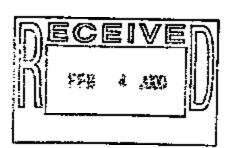
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10545#/ C 68,00 2/3/00 9026#/ C 78.00 2/3/00 9072#/ C 64.00 2/3/00

\$7,170.66 7,040.28 5,806.08

2/03/00



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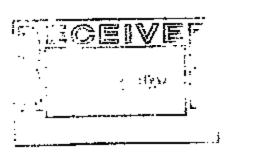
METALSTAMP 24219 S.NOTHERN ILLINOIS DR. CHANNAHON IL . 50410 0000

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CHEMETCO CHICAGO WAREHOUSE 1(800) 444-5564

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METALSTAMP 24219 S.NOTHERN ILLINOIS DR. CHANNAHON IL 60410 0000



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CHEMETCO, INC. 1-(800)444-5564 CHICAGO WAREHOUSE Commerce Bank^M

00-49/115

No.

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DATE

2/03/00

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METALSTAMP

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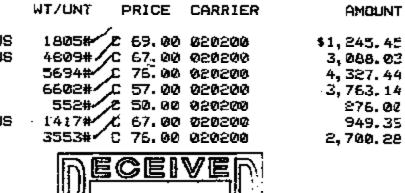
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| FIN | 2697060 TIN PLATED 70/30 FLUFF |
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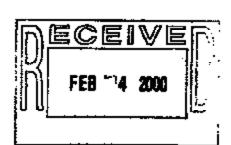
FEB 14 200 \$16,349.73

CHEMETCO CHICAGO WAREHOUSE 1-(60) 443-554

2/03/90

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METALSTAMP 24219 S.NOTHERN ILLINGIS DR. CHANNAHON IL 60410 0000



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CHEMETCO, INC. 1-(800)444-5584 CHICAGO WAREHOUSE



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DOLLARS \$

TO THE CRDER

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METALSTAMP 24219 S.NOTHERN ILLINDIS DR. CHANNAHON

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DESIGN • STAMPINGS • TOOLING

24219 NORTHERN ILLINOIS DR. . CHANNAHON, IL 60410 . 815-467-7800

| Customer's Order No. | ı | | | | | Date | á | 2-/ | ₹800 |
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24219 NORTHERN ILLINOIS DR. . CHANNAHON, IL 60410 . 815-467-7800

| Customer's Order No. | | Date | 2- | / 3800 |
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| Sold To CHEMET | 10 | | • | |
| Address /6400 S | LATHROP | HARVE | V IL | 60426 |
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| Address | | | | f |
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DESIGN . STAMPINGS . TOOLING

24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-487-7800

| Customer Order No | 's | | | Date | a | -2 | 2 ₽α |
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24219 NORTHERN ILLINOIS DR. . CHANNAHON, IL 60410 . 815-467-7800

| Customer's Order No. | Date 2-2 | 20 +900 |
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| hestination loudo | HARVEY | | Sate II | 260421pc | | A | Brory Meas ★ / | alderes of configure - for purpose of artification with WHOO S. LATHEOF dealths and prescring by the provide for delibery flame |
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| YSKIA | : <i>S</i> 2 | RAP BLAS | s, Blowe | e Coppet | 30,275 | # | | the consignor sholl sign the following statement. The content shall not make delivery of this shipment without payment of factight and all other levithd charges. |
| | CLA | S 55 NA | R 3070 | a0 | | | | (Signature of Consignor) Projekt charges are 74.074(D series granted |
| | 15# 33 | 3660 00 | # 3366/ | • | | | | organ contract in contract in |
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| | | | | | | | | (The signature harm acknowledges only the armitable prignals.) |
| ishiity Limi | itation for loss or during | es by a comier by water, the law on white, shappers too required y in burning specifically stated by go on this shipment reay be a | galicable. Sec 49 13.5 | S.C. A 14706(cyl)XAY | and (B). | | | S Support Support to him of strong; not a part of REI of Lading approved by the Inhestate Commerce Commission. |
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From the desk of

MACY HARMON SHIPPING & RECEIVING

| | TO: | | OETE: | TIME A | _ |
|-------------|--------------------|--|---------------------|---------------|---------------|
| | SUBJECT: | | | | - |
| 1345,20 76 | - TIN 5108 | 1838-68-1770 | • STAINLESS | 215-46=2069 | 30 60 |
| 2702.56 76 | • TIN 510 | 3625 - 69 = 3554 | * TIN 5108 | 2420-99: 23U | 76 176 |
| 1255.28 68 | V-TIN 210 | 1914-70=/846 | · MISE 194 | 2347-66:2301 | 67 154 |
| 1923,20 64 | • <u>мsc жор</u> и | Au 3102-47=3005 | • MISC 194 | 2368-51=2317 | 67155 |
| 1239.7557 | • TIN 260 | 22.24 2175 989 - 51 - 988 | √ TIM 210 | 3135-73-3062 | 68 20 |
| 1365.72 57 | • Tin <u>abo</u> | 2450-54:2396 | FTIN 110 | 1873-67=1800 | (69)12 |
| 951.40 67 | · TIN 194 | 1487-47=1420 | V ALLOY SLO | 1815-95=1720 | 64 11 |
| 278 5057 | * TIN 260 | COIL GD-Glot 556 | V ALLOYDIO | 3/28-68= 3n60 | 6419 |
| 1167,93 57 | | 2130 - 81 = 2049 | | 1/20-92-1084 | - |
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| 2668.80 64 | | 4233-63:4170 | | | |
| 1876.6878 | ALLOY 110 | 2141 - 85 = 2406 | · | | - |
| 1,200 | | Telephone 615/467-76 0 | 10 • FAX 615/467-78 | 13.B. | 224 |
| | | | | 38,886.3 | (*) Dan 18 |
| | | | | 38.886.3 | 3 3 3 3 |
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CHEMETCO CHICAGO WAREHOUSE 1-(800) 444-5564

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2/17/00

| > , | | |
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| TYPE OUR CONT NO MATERIAL . | · WT/UNT PRICE CARRIER | HUOMA |
| FIN 2697090 D.D. 302,303,304 / 18-8 IN 3324020 TINNED CU WIRE / PLETINU: TIN 3324011 PHOS GRADE "A" FIN 3324030 TINNED CU WIRE / PLETINU: FIN 3324040 TINNED CU WIRE / PLETINU: FIN 3324050 BARLEY BARE WIRE/MILLBER FIN 3324060 TIN PLATED 70/30 SHOVEL | 2822# C 74.00 021600 S 6647# C 66.00 021600 S 4324# C 63.00 021600 | \$618. £ 6, 842. 7 2, 088. £ 4, 387. £ 2, 724. 1 5, 567. £ 1, 984. £ |

METALSTAMP 24219 B.NOTHERN ILLINDIS DR. CHANNAHON IL 60410 0000 \$24, 212.6



DESIGN . STAMPINGS . TOOLING

24218 NORTHERN ILLINOIS DR. . CHANNAHON, IL 60410 . 815-467-7800

| Customer's | <u> </u> |
|----------------------|---|
| Order No. | |
| Sold To | HEMETOO |
| Address A | 6400 S. LATHROP, HARRY, IL GOYZY |
| | <u> </u> |
| Ship To | |
| Address | |
| SQLD BY | CASH CHARGE C.O.D. VIA CREST LAKES TAKES COLLEGE |
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| ι / | TIN PLATED 510 |
| 2 | 2890-66=2824#1 |
| 3 1 | |
| 4 / | TIN PLATED 510-8 BILLIE |
| 5 | 2956-89=2867#N |
| 6 | |
| 7. | TIN PLATED 260 |
| | 3624-17- 3547# |
| - | |
| 10 / | ALUMNUM 3003 |
| 1) | 575-46=529 #N 31141 |
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| Q5D-58 | RIMARICH SEAFRIC & SUPPLY - ISLIET, IL SQUEA AND ASSEAS |



24219 NORTHERN ILLINOIS DR. • CHANNAHON, IL 60410 • 815-467-7800

| Sold To CHEMETOD Address /6400 S. LATHLOP HAY Ship To Address SOLD BY CASH CHARGE C.O.D. VIA GREAT 1 2 FORD 5-VAF 2 1445 -83=13624 | LAK | ZZ | מבי ציב | |
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| eSKIDS. | SCRAP! COPPER, BRASS BE | OZE 38, | 228st | | | the sampers without example on the configure the analysis shall due the following manager: The carrier shall not make delivery of the shipters without payment of freight and all other law indexages. |
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| NOTE - When | y the case is depositent on value, didepose any required as state specifically in writing the red value of the property is hereby specifically statud by the adoption to be not extending one | agreed or declared value of the | pangaray. | | | 5 Shipper's imprint in they of marray; not a part of Bill of Lading approved by the francism; Comment |
| l The Observation | ed for altipus shippus considers to the speed disselects our forth in the heat makes' a conditioner th | cases, and all other requirement | to ref the Committee | eed Huigh C | mail in line. | Cormission |
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| Parameter port office | a aktron al d ispu s, | _ | | | | 1 |

Wilson Jesette

Carbeniese Susp-A-Way® Fernes ACCO USA, Inc. 44-301 - Tripäesta 44-302 - Osadropäesta

Tom Skibinski

From:

Macy Harmon

Sent

Thursday, February 10, 2000 12:01 PM

To: Tom Skibinski

Subject:

READY TO SHIP SCRAP

TIN 510 2824# -

TIN 210 10225# + 468

MISC 194 6536#

TIN 638 4330#

TIN 260 3547#

ALLOY 110 2887#*

AL 3003 529#

FORD E-VAP 1362#

2489.74

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2,727,90° 2,222,99

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TIN 510-8 (FILLING NOW APPROX WGHT @ 2700#) 76 (72)

NOTES: * MORE TO BE ADDED

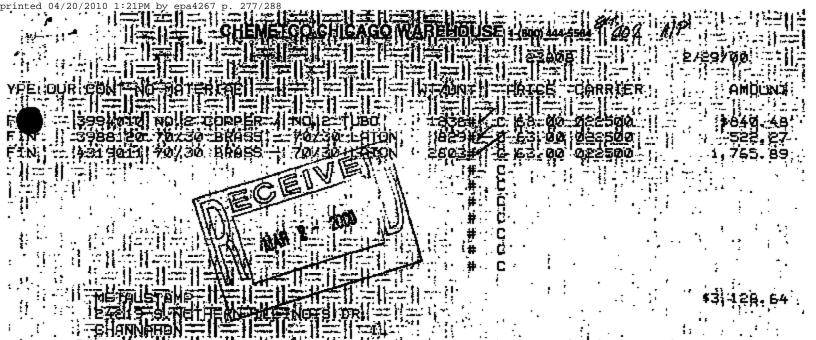
Question:

Are we going to receive scrap boxes from whoever pick up the scrap this time or are

we going to continue waiting on the boxes from kankakee container?

THANK YOU

APROX \$ 0.0,453,98



| • | 238 08 | \$ 2/29/00 |
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| 'YEE DUR CONT NO MATERIAL | WI/UNT PRICE CARRIE | 2/29/00 R 4 AMOUNT |
| FIN 3988020 TINNED CU WIRE / PLETINUS FIN 3988012 D. D. 302,303,304 / 18-8 FIN 3988040 TINNED CU WIRE / PLETINUS FIN 3988050 PHOS GRADE "A" FIN 3988060 TIN PLATED 70/30 SHOVEL FIN 3988080 TINNED CU WIRE / PLETINUS FIN 3988090 BARLEY BARE WIRE/MILLBERR FIN 3988100 EDM WIRE FIN 3988100 EDM WIRE FIN 3988110 TINNED CU WIRE / PLETINUS METALSTAMP 24219 S.NOTHERN ILLINOIS DR. CHANNAHON IL 60410 0000 | 2492# C 28.00 022500 5544# C 66.00 022500 4546# C 74.00 022500 1689# C 56.00 022500 765# C 63.00 022500 1965# C 76.00 022500 4965# C 74.00 022500 | \$5,799.52 697.76 3,659.04 2,364.04 945.84 481.95 1,493.40 3,674.10 |
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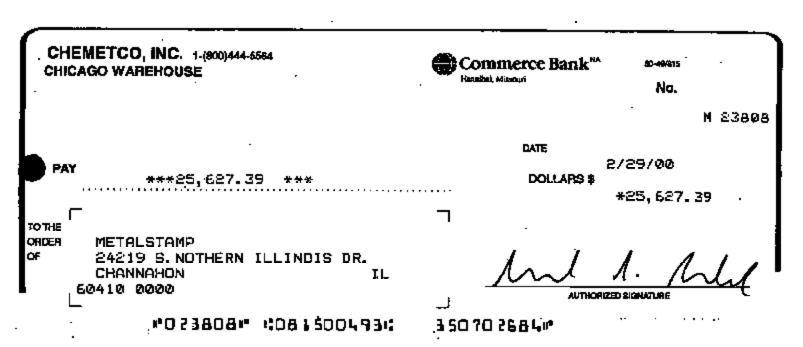
24219 S.NOTHERN ILLINOIS DR.

METALSTAMP

CHANNAHON 60410 0000

CHEMETCO CHICAGO WAREHOUSE 1-(800) 444-5584

| • | | 2380 | ₿. | 2/29/00 |
|---|--|--|---------|--------------------------------|
| TYPE OUR CONT NO MATERIAL | WT/UNT | PRICE | CARRIER | AMOUNT |
| 3994010 NO.2 COPPER / NO.2 TUBO 3988120 70/30 BRASS - 70/30 LATON FIN 4319011 70/30 BRASS - 70/30 LATON | 1236# 829# 2803# # # # # | C 68.00 C 63.00 C 53.00 C C C C C | 022500 | \$840.48 522.27 1,765.89 |
| METALSTAMP 24219 S. NOTHERN RCLINOIS DR. CHANNAHON IL 60410 0000 | | | | \$3, 128. 64 |



printed 04/20/2010 1:21PM by epa4267 p. 280/288



| 24219 NORTHERN ILLINGIS DR. • Ci Customer's Order No. | Date | | 2000 |
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| Sold To CHEMETCE | | | |
| Address 16 400 S. LAMKED A | Acres Il | 60420 | 3 |
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24219 NORTHERN ILLINOIS DR. . CHANNAHON, IL 80410 . 815-487-7806

| Customer's Order No. | | Date | 2-23 | ×2000 |
|-------------------------|---------------------------------------|---------------------|---|---|
| Sold To | CHEMETCO | | | |
| Address 26 | you s. carulop | HARVEY | TL GO | 126 |
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| BOLD BY CA | CHARGE C.O.D. THA | GREAT LA | kes Ta | E BREPAID |
| ar Quasinis (- | 0.12081818 | D. S. J. Chy. 17 19 | - Page | AMOUNT |
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24219 NORTHERN ILLINOIS DR. 4 CHANNAHON, IL 80410 • 815-467-7800

| Customer's Order No. | | Date | 2-2 | 3-20x | |
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| <u> </u> | Asserting | | -1 | | | 7.7 | TOTAL ST. | ara Gal | |
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| Non-Valence- | 40. Albania | | - <i></i> 7 | | | | | . | |

ishtility Linifation for loss or decarge on this stopment may be applicable. See 49 U.S.C. | 147066(X)(A) and (B).

The fibra bings and for this strippful conform to the questionisms as farth in the lost mader's certificite therean, and all other requirement of the Consolidated Project Classification.

Marson Stipper, Page 5 - 48/4

Apent Per....

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REDIFORM.

Carboniess Spandaof Person Rodiferm, Inc. - Alade In C.A. 44-303 • Tripticate
44-302 • Cuantruplicate

(Slapper's Imprior in New of Hump; net a part of BID of Lading sporosed by the belowers a Color

Tom Skibinski

irom: ent

Macy Harmon

To:

Saturday, February 19, 2000 10:09 AM

Tom Skibinski

Subject

SCRAP READY TO SHIP

THE TIME HAS COME TO RID OF ALL THE OLD SCRAP BOXES AND REPLACE THEM WITH THE NEW BOXES WE WILL BE PURCHASING. THE FOLLOWING SCRAP ITEMS ARE AS FOLLOW

> 5803.87 STAINLESS 304-2493#.28 TIN PLTD 210-8661# .67 MISC 260 w/AU-4148# tod est .80 3318. 4 -6577 -474 2430.12 MISC PLTD 194-3682# .68 3365,52 74. #TIN PLTD 510-8-4548 TIN PLTD 260-1690# .56 946,40 ALLOY 210-1235# .681 839.80 3677,Ф TIN PLTD 510-4970# .74 .63 481.95 TIN PLTD 638-765# 1504.50 ALLOY 110-1980# .76 37 732,60 ALLOY 260 (WIRE CHIPS)-1980# TIN PLTD 194-2505# 1653.30 .66 ALLOY 260-830# .63 500,9 974,50

TOTALS = 44,160 NET 1,318 TARE 45,478 GROSS

PLEASE ADVISE, THANKS

CHEMETCO CHICAGO WAREHOUSE 1-1890) 444-4584

3/16/00

| PE OUR CONT NO MATERIAL | WT/UNT | PRICE | CARRIER | AMOUNT |
|---|--------------------------------|--|--------------------------------------|---|
| 2697080 AU PRECIOUS METAL 2632040 AU PRECIOUS METAL IN 3324080 PHOS GRADE "A" IN 3324070 AU PRECIOUS METAL IN 3324090 SEGREGATED CLIP 3003'S IN 3988030 AU PRECIOUS METAL | 615# 2863# 2007# 528# | C 80.00 C300.00 C 74.00 C275.00 C 50.00 C 80.00 | 2/3/00 021600 021600 021600 | 12,399.20 1,845.00 2,118.62 5,519.25 264.00 3,316.00 |

METALSTAMP 24219 S.NOTHERN ILLINGIS DR. CHANNAHON IL 60410 0000

\$15, 462, 07

CHEMETCO, INC. 1-(800)444-6564 CHICAGO WAREHOUSE



0-48-815

No.

M 23897

***15,462.07 ***

DATE 3/16/00

DOLLARS \$ *15,482.07

TO THE CROER OF METALSTAMP
24219 S.NOTHERN ILLINOIS DR.
CHANNEHON IL
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SWALLO AL KOU

#023897# #081500493#

350702684#

192/19.3 ASP

SALSTAMPING + TOOLING

POT X 2/2/00

STAINLESS + PRECIOUS METALS,

MACY HARMON HIPPING & RECEIVING

| STILL 10: | COMING | DATE | TIME | ## 2000 Jap |
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